



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

40 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

June 04, 2013

Gloria Molina
First District

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Don Knabe
Fourth District

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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO SIX EXISTING AGREEMENTS AND
APPROVAL OF A SUCCESSOR AGREEMENT WITH M2S, INC.
(ALL DISTRICTS)
(3 VOTES)**

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

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Los Angeles, CA 90012

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www.dhs.lacounty.gov

To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.

SUBJECT

Approval of Amendments to five equipment maintenance Agreements, one security monitoring and equipment repair Agreement, and one successor Agreement for 3D imaging service at various Department of Health Services and Department of Public Health facilities and request to delegate authority to execute as needed future amendments to these Agreements.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 1 to Agreement H-704372 with Acceletronics West, Inc. (Acceletronics), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2015, for equipment maintenance and repair services at Harbor-UCLA Medical Center (H-UCLA MC) as listed on Attachment A, with a two-year maximum obligation of \$48,000 for routine maintenance and repairs, plus a one-time not to exceed amount of \$43,000 for as needed highly specialized repairs and integral parts that are not included in the contracted maintenance and repair services during the two-year period, with a total two-year maximum cost of \$91,000 through June 30, 2015.



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2. Authorize the Director, or his designee, to execute Amendment No. 5 to Agreement H-700917 with California Boiler, Inc. (CBI), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2018, for equipment maintenance and repair services at DHS facilities listed on Attachment A, with annual maximum obligation of \$194,350 and a total five-year cost of \$971,750 through June 30, 2018.
3. Authorize the Director, or his designee, to execute Amendment No. 6 to H-700772 with Johnson Controls Inc. (JCI), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2018, for equipment maintenance and repair services at DHS facilities listed on Attachment A, with annual maximum obligation of \$799,127 and a total five-year cost of \$3,995,635 through June 30, 2018.
4. Authorize the Director, or his designee, to execute Amendment No. 3 to Agreement H-207500 with FujiFilm Medical Systems (FujiFilm), effective upon board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2014, for equipment maintenance and repair services at DHS facilities listed on Attachment A, with a one-year maximum obligation of \$1,990,550.
5. Authorize the Director, or his designee, to execute Amendment No. 2 to Agreement H-702930 with nSpire Health Inc. (nSpire), effective upon Board approval, to extend the term of the Agreement for the period of August 1, 2013 through July 31, 2014, for equipment maintenance and repair services at LAC+USC Medical Center (LAC+USC MC) listed on Attachment A, with a one-year maximum obligation of \$38,512.
6. Authorize the Director, or his designee, to execute Amendment No. 6 to Agreement H-700133 with Allen Alarm Systems, Inc. (Allen Alarm), effective upon Board approval, to extend the term of the Agreement for the period of July 1, 2013 through June 30, 2018, for alarm system installation, monitoring, and repair services of security alarm systems at DHS and Department of Public Health (DPH) facilities listed on Attachment A, with an annual maximum obligation of \$49,574 and a total five-year cost of \$247,868 through June 30, 2018.
7. Delegate authority to the Director, or his designee, to amend the above-mentioned six Agreements to increase each total maximum obligation by no more than 40 percent above the annual maximum obligation for each Agreement for a total potential increase of \$2,916,926 to add equipment coming off warranty, to authorize and pay for repairs or maintenance for equipment that is out of scope and excluded under the Agreements' basic maintenance services, and to add equipment/services to additional locations.
8. Authorize the Director, or his designee, to execute a successor Agreement with M2S, Inc. (M2S), effective upon Board approval for the period July 1, 2013 through June 30, 2018, with the option to extend the term for an additional twelve months through June 30, 2019, for the continued provision of 3D imaging services associated with endovascular prostheses used in the treatment of aortic and peripheral vascular lesions at H-UCLA MC at a per

interactive service package rate of \$375, with an estimated annual cost not to exceed \$200,000 for a total maximum obligation of \$1,000,000.

9. Delegate authority to the Director, or his designee, to execute future Amendments to the Agreement with M2S to: i) incorporate provisions consistent with County Code, Board policy, and Chief Executive Officer (CEO) contracting requirements; and ii) exercise an option to extend the term of the Agreement for an additional 12 months, and increase the maximum obligation accordingly, subject to the availability of funding, and review and approval by County Counsel, with notification to the Board and Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

FIVE EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENTS

Acceletronics

Approval of the first recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with Acceletronics, substantially similar to Exhibit I, for the continued provision of maintenance and repair services of the linear accelerator at H-UCLA MC. This equipment is highly specialized and is utilized for radiation treatment for patients with cancer or radiosurgery within the brain. Proper regular maintenance and repair services for this equipment safeguards the safety of radiation treatment for patients.

The Contractor has agreed to not increase its current rates for the two-year extension period. Acceletronics would only agree to a fixed price for a two year extension of the current Agreement due to the difficulty of obtaining parts and the likelihood that prices for parts will significantly increase. The additional \$43,000 requested for the two year extension will be utilized for the purchase of highly specialized parts, only if needed.

Due to budgetary constraints, Harbor intends to use this equipment as long as parts can be found instead of purchasing new equipment.

CBI

Approval of the second recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with CBI, substantially similar to Exhibit II, for the continued provision of maintenance and repair services of the boiler systems at Rancho Los Amigos National Rehabilitation Center (RLANRC), H-UCLA MC, Long Beach Comprehensive Health Center, Bellflower Health Center, and Wilmington Health Center.

The Contractor has agreed not to increase its current fixed rates for all preventive maintenance and related services for the five-year extension. The hourly rates for as-needed repair services have increased by an average of five percent.

JCI

Approval of the third recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with JCI, substantially similar to Exhibit III, for the continued provision of maintenance and repair services of chiller equipment at LAC+USC MC, H-UCLA MC, and RLANRC, as well as maintenance and repair services of security systems, nurse call systems, and

Metasys Control System at LAC+USC MC. The Contractor has agreed to not increase its current rates for an additional period of five years.

Regular preventive maintenance of all these systems is required to ensure appropriate operation of critical systems, otherwise patient safety may be jeopardized. The JCI security systems, nurse call systems, and the Metasys Control System that controls all the building systems, such as heating, ventilation, and cooling (including the chillers) at LAC+USC MC were initially purchased and installed during the facility construction. Due to the proprietary nature of these built-in systems, only JCI can provide the maintenance and repair services.

FujiFilm

Approval of the fourth recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with FujiFilm, substantially similar to Exhibit IV, for continued provisions of equipment maintenance and repair services for computed radiography digital imaging systems at DHS Medical Centers and Comprehensive Health Centers (CHC's) listed on Attachment A. Due to the expansion of equipment maintenance and repair services at DHS facilities, the cost of the one-year extension is higher than the previous period. The additional cost included the acquisition of mobile portable x-ray units for use at patient bedside and/or emergency room use.

Over the years, the FujiFilm system has expanded throughout DHS facilities and encompassed changes in radiological technology applicable to direct patient services. FujiFilm equipment is considered a medical device and is regulated by the Food and Drug Administration (FDA). When the Agreement was initially set up, the equipment was not considered Information Technology (IT) equipment. However FujiFilm's IT auxiliary services support data storage and image retrieval, backups, and network distribution of radiological patient information, which requires a greater prospective IT role. As a result, DHS is recommending only a one-year extension of this Agreement in order to draft a successor Agreement as an IT Agreement. DHS will return to the Board with a successor Agreement for FujiFilm prior to the expiration date of June 30, 2014.

nSpire

Approval of the fifth recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with nSpire, substantially similar to Exhibit V, for the continued provision of equipment maintenance and repair services for pulmonary systems at LAC+USC MC for a one-year period. The systems at the Pulmonary Physiology Laboratory are not considered the most current technology and the Laboratory is undergoing a feasibility study in order to determine a future plan for upgrading or replacing the equipment. DHS is requesting the one-year extension to allow ample time to complete the feasibility study and implement the recommendations.

The contractor requested a four percent increase to the current rates for additional equipment coming off warranty that needs to be added to the service agreement.

SECURITY MONITORING AND EQUIPMENT REPAIR SERVICES

Allen Alarm

Approval of the sixth recommendation will allow the Director, or his designee, to execute an Amendment to the Agreement with Allen Alarm, substantially similar to Exhibit VI, for the continued provision of installation, inspection, and repair services of the security alarm systems, as well as supervised monitoring 24 hours a day, seven days a week, of the panic and intrusion alarms and

reports any intrusion and panic alarm signals, and fire alarm signals at RLANRC and five DPH health centers.

The Contractor has agreed to retain its current fixed rates for five years, with the exception of one dollar increase to its hourly rate for out-of-scope services.

Delegated Authority for the Six Agreements

Approval of the seventh recommendation will allow the Director, or his designee, to increase the maximum obligation of each of the aforementioned six Agreements up to 40 percent of the annual contract maximums, if necessary, to add equipment coming off warranty, and/or emergency where applicable and/or out of scope repairs, and/or additional locations.

The Joint Commission on the Accreditation of Healthcare Organizations (The Joint Commission) requires facilities to ensure routine preventative maintenance, timely repairs, and performance/safety testing of its medical equipment and to maintain patient safety. Therefore, this delegated authority is necessary to enable the Agreements to be amended timely to guarantee that the critical equipment is maintained appropriately and ensure the safety of patients and facility staff, as well as to meet the requirements of The Joint Commission. Board policy generally allows delegated authority to increase the maximum obligation up to 10 percent. However, based on experience in recent years with several other equipment maintenance service agreements, DHS believes that requesting 40 percent for potential increases is appropriate since adding even a few pieces of equipment or an additional facility may require a significant funding increase.

The facility will only request that equipment or locations be added if additional services are needed and funding is available in the facility's budget. In accordance with Board Policy 5.120, on May 21, 2013, DHS provided the Board, with a copy to Chief Executive Officer, the required two-week notice of intent to request a delegation of authority in excess of 10 percent.

3D IMAGING

M2S

Approval of the eighth recommendation will allow the Director, or his designee, to execute a successor Agreement, with M2S, to replace the current sole-source Agreement that is scheduled to expire June 30, 2013 for services provided at H-UCLA MC.

M2S is the only vendor that offers 3D imaging with 3D reconstruction through its Preview Treatment Planning (PTP) software that includes proprietary VirtualGraft® technology as well as Patient Evaluation and Management Systems (PEMS) for longitudinal tracking. The VirtualGraft is patented technology that allows a physician to plan an endovascular aortic aneurysm case, select the most suitable endograft and determine C-arm angle before the patient is admitted to the hospital. In addition, M2S continues to be the only vendor approved nationwide by the FDA to provide the unique services specific to aortic aneurysms and qualified by the Centers for Medicare and Medicaid for reimbursement.

Delegated Authority for M2S

Approval of the ninth recommendation will allow the Director, or his designee, to extend the term of the Agreement with M2S for an additional 12 months, and increase the maximum obligation of the Agreement accordingly and subject to available funding in the facility's budget.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total five-year maximum obligation of the Amendments to the six Agreements and successor Agreement with M2S is \$8,335,315. DHS's share is \$8,315,265 and DPH's share is \$20,050. The maximum obligation for each facility by Agreement is identified in Attachment A.

The total five-year potential increase under the 40 percent delegated authority for the six equipment maintenance and repair services agreements is \$2,916,926 and would be funded using existing resources.

The potential increase to extend the term for one year under the delegated authority for M2S is \$200,000 and would be funded using existing resources.

Funding for M2S will be utilized to support prosthesis placement procedures, on a fee-for-service basis at the rate of \$375 per procedure, inclusive of services and maintenance, through June 30, 2018. Recognizing the need for computerized imaging surveillance of endovascular device placements, the Centers for Medicaid and Medicare Services (CMS) has approved Medicare reimbursement for use of the services provided by M2S.

Funding is included in DHS's and DPH's respective Fiscal Year 2013-14 Recommended Budgets and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Acceletronics

The Board approved an initial three year Agreement with Acceletronics on June 1, 2010 for the provision of preventive maintenance and repair services for the linear accelerator at Harbor. At the time the Contractor was not willing to enter into a five year Agreement as is typical.

CBI

The Board approved an Agreement with Southern California Boiler (SCB) on June 7, 2006 for Equipment Maintenance and Repair Services of boilers. Subsequent amendments approved by the Board extended the term of the Agreement through June 30, 2013. Under the Board's delegated authority, on November 9, 2012, DHS executed an Amendment to approve the assignment and delegation of the rights and responsibilities from SCB to CBI after its name change.

JCI

The Board delegated authority to the Director to execute an Agreement with York International Corporation (York) on June 29, 2004 to provide maintenance services for the chillers at RLANRC. Subsequently on May 18, 2006, the Board approved a delegation and assignment of the Agreement

following JCI's acquisition of York, as well as an extension of the Agreement through June 30, 2011.

The Board subsequently approved a two-year extension of the Agreement through June 30, 2013, in exchange for a 10 percent reduction in cost for the preventive maintenance services of the chillers at RLANRC. The JCI chillers, security systems, Nurse Call systems, and Metasys Control System at LAC+USC MC were added to the Agreement with Board approval on February 16, 2010 when the items came off warranty from the initial purchase. On September 14, 2010, the Board approved an amendment to increase the annual maximum obligation for repair services of the systems at LAC +USC MC.

nSpire

On August 1, 2007, DHS executed an agreement with nSpire effective through July 31, 2008, with a maximum obligation of \$28,550 under delegated authority authorized by the Board on June 7, 2006. The Board approved an Amendment with nSpire on June 10, 2008 to extend the term of the Agreement through July 31, 2013.

FujiFilm

The Board approved an Agreement with FujiFilm on April 2, 2002 for the provision of preventative maintenance and repair services for the Computed Radiography Digital Imaging Systems at LAC +USC MC and Martin Luther King Jr. Medical Center. Amendments 1 and 2 broadened FujiFilm Computed Radiography Digital Imaging Systems with provisions for preventative maintenance and repair services to DHS Medical Centers and CHC's. Subsequent amendments approved by the Board extended the term of the Agreement through June 30, 2013.

Original Equipment Manufacturer (OEM)

JCI, nSpire, and FujiFilm are the OEMs. Companies often use proprietary technology in their equipment to ensure the competitors cannot service the equipment or limit the availability of the parts to the 3rd party. When the warranty expires, the best option is to contract with the OEM to ensure that the equipment is maintained in accordance with equipment specifications. Another benefit to contracting with the OEM is the guarantee of faster access to OEM parts when repair services, especially for emergencies, are needed.

Allen Alarm

The Board approved an Agreement with Allen Alarm on June 17, 2003 for the provision of maintenance and repair services for the security alarm systems at RLANRC. Four DPH facilities were added via amendment in 2009. Subsequent amendments approved by the Board extended the term of the Agreement through June 30, 2013. DPH requested to add Martin Luther King, Jr. Center for Public Health to the Agreement, effective July 1, 2013.

M2S

In 2003, the Board approved a sole source Agreement with M2S, formerly Medical Metrix Solutions, Inc., to provide patient-specific 3-D imaging services at H-UCLA MC through June 30, 2013.

Since the Board's approval of the previous Agreement, advances in technology have resulted in case planning tools for vascular studies that now included thoracic aortic aneurysms and peripheral

and cerebrovascular images, case planning tools for fenestrated/branched endovascular repair of complex thoraco-abdominal and juxtarenal aortic aneurysms, case planning tools for aortic dissections, case planning tools for endovascular repair of tortuous and highly angulated anatomy and vascular access planning for Transcatheter Aortic Valve Replacement. This advanced technology now enables treatment to a larger patient population with complex anatomy.

Prior to the development of endovascular prostheses, the repair of aortic lesion traditionally required major surgery with hospitalization of 10 to 12 days. Now, with the use of endovascular prostheses, inserted by catheter without major surgery, patients require an average of 4 days of hospitalization. Stent grafts (prostheses) ultimately decrease the overall cost of the patient's hospitalization for repair of aortic lesions. The patient's length of stay in the hospital is less following the endovascular procedure, and the patient can return to daily activities in less time following endovascular intervention than from the traditional surgery.

The Department has successfully negotiated a reduced fee-for-service rate of \$375 from \$500 that also includes an expanded scope of work.

The successor Agreement includes all Board of Supervisors' required provisions, including a provision that allows for termination for convenience by the County upon (30) days prior written notice.

ALL AGREEMENTS

These Agreements are not subject to Proposition A as services cannot currently be provided by County staff, and are not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

Exhibits I through VII

County Counsel has reviewed Exhibits I through VII as to form.

CONTRACTING PROCESS

Under the approval of the Board, M2S has provided 3-D imaging services at Harbor since 2003 through a sole source Agreement. Since the Board's approval of the previous Agreement, advances in technology have resulted in case planning tools for vascular studies. This advanced technology now enables treatment to a larger patient population with complex anatomy. M2S is the only vendor that offers 3D imaging with case planning that includes proprietary VirtualGraft® technology as well as Patient Evaluation and Management Systems (PEMS) for longitudinal tracking. PEMS is the only treatment planning service for the treatment and management of aortic aneurysm.

M2S continues to be the only vendor approved nationwide by the FDA to provide this unique service specific to aortic aneurysms, and qualified by the Centers for Medicare and Medicaid for reimbursement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS and DPH to obtain ongoing critical equipment

The Honorable Board of Supervisors

6/4/2013

Page 9

maintenance and repair services and hospital services for facility operations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, flowing style.

Mitchell H. Katz, M.D.

Director

MHK:mm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DEPARTMENT OF HEALTH SERVICES

Acceletronics Agreement				
	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015		Total Maximum Obligation
H-UCLA MC				
* Annual Services Cost	\$24,000	\$24,000		\$48,000
* Services & Parts Exclusions (one time cost within 2 years)	\$43,000			\$43,000
Total - DHS for 2 years	\$91,000			\$91,000

California Boiler Agreement						
	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016	Jul 1, 2016 - Jun 30, 2017	Jul 1, 2017 - Jun 30, 2018	Total Maximum Obligation
H-UCLA MC	\$28,350	\$28,350	\$28,350	\$28,350	\$28,350	\$141,750
Coastal CHC/HCs	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$30,000
RLANRC	\$160,000	\$160,000	\$160,000	\$160,000	\$160,000	\$800,000
Total - DHS	\$194,350	\$194,350	\$194,350	\$194,350	\$194,350	\$971,750

Johnson Controls, Inc. Agreement						
	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015 - Jun 30, 2016	Jul 1, 2016 - Jun 30, 2017	Jul 1, 2017 - Jun 30, 2018	Total Maximum Obligation
LAC+USC MC	\$663,343	\$663,343	\$663,343	\$663,343	\$663,343	\$3,316,715
H-UCLA MC	\$12,000	\$12,000	\$12,000	\$12,000	\$12,000	\$60,000
RLANRC	\$123,784	\$123,784	\$123,784	\$123,784	\$123,784	\$618,920
Total - DHS	\$799,127	\$799,127	\$799,127	\$799,127	\$799,127	\$3,995,635

nSpire Agreement			
	Aug 1, 2013 - Jul 31, 2014		Total Maximum Obligation
LAC+USC MC	\$38,512		\$38,512
Total - DHS	38,512		\$38,512

FujiFilm Agreement			
	Jul 1, 2013 - Jun 30, 2014		Total Maximum Obligation
LAC+USC MC	\$ 938,314		\$ 938,314
Hudson CHC	\$ 39,359		\$ 39,359
El Monte CHC	\$ 33,643		\$ 33,643
Roybal CHC	\$ 30,256		\$ 30,256
RLANRC	\$ 122,515		\$ 122,515
OV-UCLA MC	\$ 252,186		\$ 252,186
H-UCLA MC	\$ 286,021		\$ 286,021
HDHS	\$ 74,949		\$ 74,949
MLK-MACC	\$ 178,804		\$ 178,804
Humphrey CHC	\$ 34,503		\$ 34,503
Total - DHS	\$ 1,990,550		\$ 1,990,550

Allen Alarm Agreement						
Department of Health Services (DHS)						
	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015- Jun 30, 2016	Jul 1, 2016 - Jun 30, 2017	Jul 1, 2017 - Jun 30, 2018	Total Maximum Obligation
RLANRC	\$45,564	\$45,564	\$45,564	\$45,564	\$45,564	\$227,818
Total - DHS	\$45,564	\$45,564	\$45,564	\$45,564	\$45,564	\$227,818
Department of Public Health (DPH)						
Hollywood/Wilshire	\$262	\$262	\$262	\$262	\$262	\$1,310
Ruth Temple	\$262	\$262	\$262	\$262	\$262	\$1,310
Torrance	\$262	\$262	\$262	\$262	\$262	\$1,310
Whittier	\$2,504	\$2,504	\$2,504	\$2,504	\$2,504	\$12,520
MLK Center	\$720	\$720	\$720	\$720	\$720	\$3,600
Total - DPH	\$4,010	\$4,010	\$4,010	\$4,010	\$4,010	\$20,050
Total - DHS & DPH	\$49,574	\$49,574	\$49,574	\$49,574	\$49,574	\$247,868

M2S, Inc.						
	Jul 1, 2013 - Jun 30, 2014	Jul 1, 2014 - Jun 30, 2015	Jul 1, 2015- Jun 30, 2016	Jul 1, 2016 - Jun 30, 2017	Jul 1, 2017 - Jun 30, 2018	Total Maximum Obligation
H-UCLA MC	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
Total - DHS	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000

Total DHS:	\$8,315,265
Total DPH:	\$20,050
Grand Total:	\$8,335,315

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ____ day of _____, 2013.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

ACCELETRONICS WEST, INC.
(hereafter "Contractor").

Business Address:
602 Gordon Drive
Exton, PA 19341

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated June 1, 2010, and further identified as County Agreement No. H-704372 thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

"1. TERM:

A. The term of this Agreement shall commence on July 1, 2010, and shall continue in full force and effect to midnight June 30, 2015, unless sooner canceled or terminated as provided herein.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

3. Agreement, Paragraph 5, Maximum Obligation of County, shall be deleted in its entirety and replaced as follows:

"5. MAXIMUM OBLIGATION OF COUNTY:

A. The maximum cost to County for all services described in this Agreement shall not exceed Twenty-Four Thousand Dollars (\$24,000) annually. Notwithstanding, the above statement, services and repairs provided under the annual rate shall exclude the additional work described in this Paragraph, 5, Subparagraphs B, C, and E and as described in Exhibit A, Statement of Work, Paragraph 7.

B. In 2013, through the authority delegated to the Department of Health Services and pursuant to the terms and conditions of this Agreement, Contractor provided a rebuilt Waveguide and replaced 3-Port Circulator for a maximum not-to-exceed cost of Twenty-Four Thousand Dollars (\$24,000).

C. If in the judgment of County a rebuilt Waveguide is necessary and/or the 3-Port Circulator must be replaced again, County will direct Contractor to perform such work through a written notification and it shall be at the cost listed on Exhibit B-1, but under no circumstance shall the cost of these two items combined exceed an additional expenditure of Forty-Three Thousand Dollars (\$43,000).

D. Contractor shall maintain a system of recordkeeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

E. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional out of scope maintenance and repair services are needed and may adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for out of

scope, as needed repair emergency services, and/or if equipment is added to any Medical Facility."

4. Agreement, Paragraph 8, General Insurance Requirements, is deleted in its entirety and replaced as follows:

"8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement,

or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

- [illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

ACCELETRONICS WEST, INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

**EXHIBIT B-1
PRICING SCHEDULE**

ACCELETRONICS WEST, INC.

Preventive Maintenance and Repair Services for
Medical Linear Accelerator

July 1, 2013 through June 30, 2015

Harbor-UCLA Medical Center

PREVENTIVE MAINTENANCE AND REPAIR – PARTS INCLUDED

Services hours: Monday through Fridays, 8:00 a.m. to 9:00 p.m.

EQUIPMENT TYPE	MONTHLY COST	ANNUAL COST
Medical Linear Accelerator NCN	\$2,000	\$24,000

After-hour rates (9:00 p.m. to 8:00 a.m., Mondays through Fridays, Weekends, and County Holidays: Labor - \$340 per hour; Travel (portal to portal) - \$225 per hour

ADDITIONAL SERVICES subject to the Terms of Agreement, Paragraph 5

Rebuilt Waveguide	\$35,000	(Includes reimbursement for core return.)
3-Port Circulator Replacement	\$8,000	(Used, pending availability.)

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this ____ day of _____, 2013.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

CALIFORNIA BOILER, INC.
(hereafter "Contractor").

Business Address:
5331 Business Drive
Huntington Beach, CA 92649

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES OF BOILER MAINTENANCE AND REPAIR AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700917 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

“1. TERM:

A. The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to midnight June 30, 2018, unless sooner canceled or terminated as provided herein.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Agreement, Paragraph 4, Billing and Payment, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph, in Exhibit A-1, Paragraph 9, Billing and Payment, and at the rates set forth in Schedules A, A-1, B and C, each applicable to their respective dates."

4. Agreement, Paragraph 5, Maximum Obligation, Subparagraph D, shall be deleted in its entirety and replaced as follows:

"D. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed repair services and/or if equipment is added to any County Medical Facility."

5. Agreement, Paragraph 5, Maximum Obligation of the County, shall be modified to add Subparagraph F as follows:

"F. Between July 1, 2013 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed One Hundred Ninety-Four Thousand, Three Hundred Fifty Dollars (\$194,350) annually, yielding a maximum total five-year cost of Nine Hundred Seventy-One Thousand, Seven Hundred Fifty Dollars (\$971,750)."

6. Agreement, Paragraph 9, General Insurance Requirements, is deleted in its entirety and replaced as follows:

“9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this

Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 9 and 10 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County

at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

7. Agreement is modified to add Schedule C, attached hereto and incorporated herein by reference. All references to a Schedule in this Agreement shall now reference Schedules A, A-1, B and C, each applicable to their respective dates.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

CALIFORNIA BOILER INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

CALIFORNIA BOILER, INC.
July 1, 2013 through June 30, 2018

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

Equipment: 4 Nebraska Boilers

Services	Rate	Billing Method
1. Preventive Maintenance (PM) includes service and tune up on natural gas and oil during June and December	\$15,000 per year for four boilers	Billing in arrears after each PM
2. Source Testing Technician Support	\$940 per year	Billing in arrears after the annual service
3. SCAQMD Rule 1146 Monitoring Services on Natural Gas only	\$1,300 per monitoring service	Billing in arrears (\$1,300) after each monitoring service

Preventive Maintenance*	\$15,000
Source Testing Technician Support	\$940
Reserve funds for SCAQMD Rule 1146 Monitoring Services	\$15,600
Reserve funds for services not covered under Preventive Maintenance (i.e., as needed repairs and parts)	\$128,460
Annual Maximum Obligation (Rancho)	\$160,000

* PM cost per boiler cost is \$1,875.00

**HARBOR-UCLA MEDICAL CENTER/LONG BEACH COMPREHENSIVE HEALTH CENTER/
 BELFLOWER HEALTH CENTER/WILMINGTON HEALTH CENTER**

Equipment: Harbor - 3 Superior Boilers (Model #4X-2007-S150-CF) Serial #s: 72492, 72493 & 72494
Long Beach - 2 AJAX Boilers (Model # WGH-675-S) Serial #: 85-37188,85-37182
Bellflower - 1 RBI (Model #33DB1950NASSS) Serial #: 040227546
Wilmington - 1 RBI (Model #33DWO400NA550) Serial #: 120230479

Services	Rate	Billing Method
1. <u>All Facilities</u> : Preventive Maintenance	Harbor: \$3,600 per year	Billing semi-annually (\$1,800) in arrears
	LB: \$3,000 per year	Billing semi-annually (\$1,500) in arrears
	Bellflower: \$1,500 per year	Billing semi-annually (\$750) in arrears
	Wilmington: \$1,500 per year	Billing semi-annually (\$750) in arrears
2. <u>Harbor</u> : Source Testing includes Superior Boilers on Natural Gas only.	\$4,350	Billing in arrears after the service
3. <u>Harbor</u> : SCAQMD Rule 1146 Monitoring Service on Natural Gas only	\$1,200 per Monitoring Services	Billing in arrears (\$1,200) after each monitoring service

Preventive Maintenance for four facilities	\$9,600
Source Testing Technician Support	\$4,350
Reserve funds for SCAQMD Rule 1146 Monitoring Services	\$14,400
Reserve funds for services not covered under Preventive Maintenance (i.e., as needed repairs and parts)	\$6,000
Annual Maximum Obligation (Harbor)	\$34,350

As Needed Repair Services Rate - For All Facilities			
Labor	Regular Hourly Rate	Overtime Hourly Rate 1	Overtime Hourly Rate 2
Control Technician (PLC, Computer & DCS Service)	\$127.80	\$180.00	\$225.00
Control Technician (Instrument & Control Service)	\$109.80	\$162.00	\$207.00
Boiler Maker (Certified Welder, Pipe Fitter; includes truck, tools welding and cutting set-ups)	\$109.80	\$162.00	\$207.00
Mechanical (Mechanic Work)	\$93.60	\$135.00	\$180.00
Supervisor & Consulting Personnel	\$130.50		

Regular Rate applies Monday through Friday, 7:30 a.m. – 4:30 p.m.

Overtime rate 1 applies Monday through Friday, prior to 7:30 a.m. and after 4:30 p.m.

Overtime rate 2 applies Saturday and Sunday after 8 hours worked and on Holidays.

EQUIPMENT RATES:

Combustion gas analyzer	\$100/Boiler
Calibration Gases Used on Customer's Equipment	\$50.00/Usage
Laptop, Calibrators, Confined Space Monitors	\$75.00/Usage

PARTS:

Cost plus 30%

PREVENTIVE MAINTENANCE AND REPAIR SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____, 2013, by and between COUNTY OF LOS ANGELES (hereafter "County"), and JOHNSON CONTROLS INC. (hereafter "Contractor").

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

JOHNSON CONTROLS, INC.
(hereafter "Contractor").

Business Address:
12393 Slauson Avenue
Whittier, CA 90606

WHEREAS, reference is made to that certain document entitled, "PREVENTIVE MAINTENANCE AND REPAIR SERVICES OF CHILLING EQUIPMENT AGREEMENT", dated June 29, 2004, and further identified as County Agreement No. H-700772 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

“1. TERM: The term of this Agreement shall commence on July 1, 2004, and shall continue in full force and effect to midnight June 30, 2018, unless sooner canceled or terminated as provided herein. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Agreement, Paragraph 5, Maximum Obligation of County, Subparagraph F, is deleted in its entirety and replaced as follows:

"F. Between July 1, 2013 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Seven Hundred Ninety-Nine, One Hundred Twenty-Seven Dollars (\$799,127) annually, yielding a total five-year cost of Three Million, Nine Hundred Ninety-Five Thousand, Six Hundred Thirty-Five Dollars (\$3,995,635). The maximum rates to be paid for services during this period are as follows:

- 1) The annual maximum amount for services for Chiller Equipment at Rancho Los Amigos National Rehabilitation Center shall be in accordance with rates set forth in Schedule A-2(a)
- 2) The annual maximum amount for services for Chiller Equipment at LAC+USC Medical Center shall be in accordance with rates set forth in Schedule A-3(a).
- 3) The annual maximum amount for services for the Security System at LAC+USC Medical Center shall be in accordance with rates set forth in Schedule A-4(a).
- 4) The annual maximum amount for services for Metasys Control System at LAC+USC Medical Center shall be in accordance with rates set forth in Schedule A-5(a).
- 5) The annual maximum amount for services for Chiller Equipment at Harbor-UCLA Medical Center shall be in accordance with rates set forth in Schedule A-6(a).

4. Agreement is modified to add Subparagraph G to Paragraph 5, Maximum Obligation, as follows:

“G. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed

equipment repair services, out of scope work, and/or if equipment is added to any Medical Facility.”

5. Agreement, Paragraph 9, General Insurance Requirements, is deleted in its entirety and replaced as follows:

“9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County’s failure to obtain, nor the County’s receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the

Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

and

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein,

and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

[illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

JOHNSON CONTROLS INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

JOHNSON CONTROLS INC.

Effective July 1, 2013 through June 30, 2018

SCHEDULE SUMMARY

<u>Schedule</u>	<u>DHS Facility</u>	<u>Type of Equipment</u>	<u>Annual Maximum Obligation</u>
Schedule A-2(a)	Rancho	Chillers	\$123,784
Schedule A-3(a)	LAC+USC	Chillers	\$122,922
Schedule A-4(a)	LAC+USC	Security Systems	\$484,261
Schedule A-5(a)	LAC+USC	Metasys	\$56,160
Schedule A-6(a)	Harbor	Chillers	<u>\$12,000</u>
		TOTAL:	<u>\$799,127</u>

JOHNSON CONTROLS, INC.

**Chillers
Equipment Inventory and Rates**

Rancho Los Amigos National Rehabilitation Center

July 1, 2013 through June 30, 2018

PREVENTIVE MAINTENANCE*

EQUIPMENT TYPE	QTY	MANUFACTURER	MODEL #	RATING	QUARTERLY RATE	ANNUAL RATE
Absorber	2	York	YPCST21G46A	1125	\$1,368	\$5,472
Centrifugal Chiller	2	York	YKQ1R1J2CBA	1125	\$1,368	\$5,472
Total					\$2,736	\$10,944

* Billing shall be done in arrears after each Chiller is completed

RATES FOR AS-NEEDED REPAIRS, EMERGENCY SERVICES AND EXCLUSIONS

COVERAGE	HOURLY LABOR RATE
Standard Rate applies Monday through Friday, 7:00 a.m. to 4:00 p.m.	\$103.50
Overtime Rate applies Monday through Friday, after 4:00 p.m., and all day Saturday and Sunday.	\$155.25
Holiday Rate applies Monday through Sunday, all day	\$207.00

TRAVEL AND MILEAGE

No charge for mileage and travel.

PARTS

Manufacturer's Listed Price (MLP) less 20% on JCI parts with a minimum of one-year warranty

RESERVE FUNDS Note: Reserve funds for services not covered under Preventive Maintenance (i.e. as-needed repairs, parts).	\$112,840
ANNUAL MAXIMUM OBLIGATION	\$123,784

JOHNSON CONTROLS, INC.

Chillers - Equipment Inventory and Rates

LAC+USC Medical Center

July 1, 2013 through June 30, 2018

Chillers	Model Number	Serial Number
#1	YSTHFGBJ1-K2G7	SAPM 597850
#2	YSTHFGBJ1-K2G7	SAPM 598010
#3	YKGFGBJ1CAF	SAPM 659630
#4	YKGFGBJ1CAF	SAPM 659770
#5	YKGFGBJ1CAF	SAPM 659400
#1-B	YCAS030E846	RGNM - 008960
#2-B	YCAS030E846	RGNM - 008959

PREVENTIVE MAINTENANCE

EQUIPMENT TYPE	QTY	MANUFACTURER
Air Cooled Screw Chiller	2	York
Centrifugal Chiller	3	York
Steam Turbine (10000HP)	2	York
TOTAL COST FOR PREVENTIVE MAINTENANCE		\$22,922
RESERVE FUNDS for services not covered under Preventive Maintenance (i.e. As Needed Repairs, Parts).		\$100,000
ANNUAL MAXIMUM OBLIGATION		\$122,922

RATES FOR AS-NEEDED REPAIRS, EMERGENCY SERVICES AND EXCLUSIONS

COVERAGE	HOURLY LABOR RATE
Standard Rate applies Monday through Friday, 7:00 a.m. to 4:00 p.m.	\$103.50
Overtime Rate applies Monday through Friday, after 4:00 p.m., and all day Saturday and Sunday	\$155.25
Holiday Rate applies Monday through Sunday, all day	\$207.00

TRAVEL AND MILEAGE

No charge for mileage and travel

PARTS

Manufacturer's Listed Price (MLP) less 20% on JCI parts with a minimum of one-year warranty

SCHEDULE A-4(a)
Revised July 1, 2013

JOHNSON CONTROLS, INC.

Security Systems – All-inclusive Costs

LAC+USC Medical Center

Effective July 1, 2013 through June 30, 2018

Building	Monthly Costs	Annual Maximum Obligation
Central Plant	\$379	\$4,552
Clinical Testing	\$10,557	\$126,681
Inpatient Tower	\$18,250	\$218,997
Diagnostic & Treatment	\$11,169	\$134,031
Total	\$40,355	\$484,261

Service	Overtime	Double Time
Security	4 hours minimum	4 hours minimum
On-Site Service Call	\$195.00 Hour	\$260/Hour
Fire	4 hours minimum	4 hours minimum
On-Site Service Call	\$195.00 Hour	\$270/Hour

- Hourly rates start when technician is dispatched to site and end when technician leaves service site. No charge for mileage.
- Overtime rates in the table apply for calls Monday through Friday 5:00 p.m. – 8:00 a.m. excluding Holidays.
- Double time applies for Sundays and Johnson Controls Holidays.

PARTS

Manufacturer's Listed Price (MLP) Less 20% on JCI Parts with a minimum of one year warranty

ALL SERVICES SHALL BE BILLED MONTHLY IN ARREARS

SCHEDULE A-5(a)
Revised July 1, 2013

JOHNSON CONTROLS, INC.

Metasys Control System Rates

LAC+USC Medical Center

July 1, 2013 through June 30, 2018

PREVENTIVE MAINTENANCE AND REPAIR SERVICES

The rate per hour shall be \$135.00 for the first 416 hours for each 12-month period

County shall pay quarterly in arrears for as-needed service calls

Each service call shall be for a minimum of one hour

The rate per hour shall be \$182.50 beyond the initial 416 hours for each 12-month period

TRAVEL AND MILEAGE

No charge for mileage and travel

PARTS

Parts for Metasys Control System shall be billed at 50% off purchased list price with a minimum one year warranty

ANNUAL MAXIMUM OBLIGATION

\$56,160

JOHNSON CONTROLS, INC.

**Chillers
Equipment Inventory and Rates**

Harbor-UCLA Medical Center

Effective July 1, 2013 through June 30, 2018

EQUIPMENT TYPE	MANUFACTURER	MODEL #	SERIAL #
Refrigerant Monitor	Trane	RMWEMP411-D01001ABAC	L03M08214
Refrigerant Monitor	Trane	RMWEMP411-E00001ABAC	L07A00472
#1 Chiller	Trane	CVHF1280	L03J06911
#2 Chiller	York	YKKJKMH9-CUF	SATM810940
#3 Chiller	York	YTK6K6F1-CWD	YMVM489154
#4 Chiller	York	YKKKKLH9-CYF	SATM811050

1. PREVENTIVE MAINTENANCE, AS NEEDED REPAIR, AND EMERGENCY SERVICES

RATES FOR AS-NEEDED REPAIRS, EMERGENCY SERVICES AND EXCLUSIONS

COVERAGE	HOURLY LABOR RATE
Standard Rate applies Monday through Friday, 7:00 a.m. to 4:00 p.m.	\$103.50
Overtime Rate applies Monday through Friday, 4:00 p.m. to 7:00 a.m., and all day Saturday and Sunday	\$155.25
Holiday Rate - applies Monday through Sunday, all day	\$207.00

TRAVEL AND MILEAGE

No charge for mileage and travel

PARTS

Manufacturer's Listed Price (MLP) less 20% on JCI Parts with a minimum of one-year warranty

2. TESTING SERVICES

MEGGER TESTING	
	<u>COST PER TESTING</u>
REFRIGERANT MONITOR Calibration on an annual basis per monitor per	\$495
Megger Testing on an annual basis per chiller per year	\$1,495
Note: 1) Not include any electrical work on 4160V medium voltage or larger starters or motors. 2) This also excludes any VFD's.	
EDDY-CURRENT TESTING	
<i>(OEM recommends Eddy Current Testing of Evaporator Tube bundle every 5 years and the Condenser Tube Bundle every 3 years and first year base line for both)</i>	
	<u>COST PER TESTING</u>
<u>Trane CVHF1280</u>	
Condenser only	\$1,150
Condenser and evaporator	\$1,650
<u>York YKKJKM</u>	
Condenser only	\$1,175
Condenser and evaporator	\$1,800
<u>York YTK6K6</u>	
Condenser only	\$850
Condenser and evaporator	\$1,600
<u>York YKKKKL</u>	
Condenser only	\$1,150
Condenser and evaporator	\$1,925
Note: 1) JCI excludes labor for the removal and re-install of the heads, removal and storage of any refrigerant, brushing of the condenser or evaporator tubes, and replacement of any gaskets required. 2) County staff is responsible for pulling the heads and brush cleaning the tubes prior to JCI's arrival. If unit has marine waterboxes please pull head from the opposite end for clear access. 3) If there are any delays or required return visits by JCI due to valves not holding or equipment failure at the time of testing, JCI will charge County for additional hours at the approved hourly rates.	

ANNUAL MAXIMUM OBLIGATION	\$12,000
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MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR COMPUTED
RADIOGRAPHY DIGITAL IMAGING SYSTEMS

Amendment No. 4

THIS AMENDMENT is made and entered into this _____ day of
_____, 20____,

By and between

COUNTY OF LOS ANGELES
(hereafter "County"),

And

FUJIFILM MEDICAL SYSTEMS
U.S.A., INC
(hereafter "Contractor")

Business Address:
29012 N. Hancock Parkway Bldg.,
Valencia, CA 91355

WHEREAS, reference is made to that certain document entitled "Maintenance and Repair for Computer Radiography Digital Imaging Systems", dated April 2, 2002, and further identified as Agreement No H-207500, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to provide for the other changes set forth hereinafter; and

WHEREAS, Agreement provides that changes in accordance to Additional Provisions, Paragraph 12, Alteration of Terms, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, Contractor warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon execution. All changes set forth in this Amendment shall only be effective on execution and shall have no retroactive effect.
2. Agreement, Paragraph 1.0, TERM AND TERMINATION, is revised to now read as follows:

"1.0 TERM AND TERMINATION:

- A. The term of this Agreement shall commence on April 2, 2002 and shall expire on June 30, 2014. This Agreement may be cancelled or terminated by County, with or without cause, upon the giving of at least thirty (30) calendar days upon prior written notice to Contractor.
- B. The Contractor shall notify Los Angeles County Department of Health Services (DHS) when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Paragraph 11, Notices.
- C. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- D. Failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to comply with any of the material terms of this Agreement, in whole or in part, or any directions by or on behalf of County issued pursuant thereto, or failure of Contractor or Contractor's respective officers, employees, agents, or independent contractors to perform the services described herein shall constitute a material breach of this Agreement and County may terminate this Agreement immediately. Immediate termination hereunder shall be effected by delivery to Contractor of a written Notice of Immediate Termination which shall be effective upon Contractor's receipt of such Notice of Immediate Termination.

After receipt of a Notice of Immediate Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) days from receipt of such Notice of Immediate Termination. If Contractor fails to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be

final. After such determination is made, County shall pay Contractor the amount so determined.

Failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

- E. The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall

1. Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and
2. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

After receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted properly, but not later than sixty (60) days from the effective date of termination. If Contractor fails to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination is made, County shall pay Contractor the amount so determined.

- F. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

- G. In the event of termination under this Paragraph, Contractor shall be compensated only for those services completed prior to the effective date of termination, in accordance with the terms of this Agreement.

- 3. Agreement, Paragraph 2.0, CONTRACTOR'S RESPONSIBILITY, is revised to now read as follows:

"2.0 CONTRACTOR'S RESPONSIBILITIES: Contractor shall provide maintenance and repair services which shall be located on-site in accordance with the terms and conditions set forth in Agreement, Exhibit A-1, attached hereto and incorporated herein by reference. Further, Contractor shall comply with all terms and conditions set forth in this Agreement and Contractor shall obtain regulatory approval to service all imaging systems listed in Exhibit K, Pricing & Maintenance List. "

- 4. Agreement, Paragraph 4, BILLING AND PAYMENT, is revised to now read as follows:

"4. BILLING AND PAYMENT:

- A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph 4, BILLING AND PAYMENT and at the rates set forth in Exhibit K, Pricing & Maintenance List.

- B. Contractor shall bill County at the following addresses for services rendered at particular locations:

Harbor-UCLA Medical Center (HARBOR),
c/o General Accounting,
Box 479, 1000 West Carson Street, Building 3.5,
Torrance, CA 90509;

High Desert Health System (HIGH DESERT),
44900 North 60th Street West,
Lancaster, CA 93536;

Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC) and Hubert H. Humphrey Comprehensive Health Center (HUMPHREY),
c/o General Accounting,
Box 479, 1000 West Carson Street, Building 3.5,

Torrance, CA 90509;

LAC+USC Medical Center (LAC+USC), Henry Claude Hudson Comprehensive Health Center (HUDSON), R. Roybal Comprehensive Health Center (ROYBAL), and El Monte Comprehensive Health Center (EL MONTE),
c/o Invoice Processing,
P.O. Box 86601,
Los Angeles, CA 90031;

Olive View-UCLA Medical Center (OLIVE VIEW),
Attention: Materials Management,
14445 Olive View Drive,
Sylmar, CA 91342;

And

Rancho Los Amigos National Rehabilitation Center (RANCHO),
Finance Department, Chief Financial Officer,
SSA Building - Room 2208,
7601 East Imperial Highway,
Downey, CA 90242,

- C. For the period, July 1, 2013 through June 30, 2014, the total one (1) year maximum obligation of County for all services provided by Contractor under this Agreement during that time period shall not exceed One Million, Nine Hundred and Ninety Thousand, and Five Hundred and Fifty Dollars (\$1,990,550). Compensation rates for this time period are set forth in Exhibit K, Pricing & Maintenance List.
- D. During the term of this Agreement, the Director, or his designee may amend Exhibit K, Pricing & Maintenance List, if out-of scope services, additional equipment coming off warranty, hardware and software upgrades and/or enhancements and related-services are needed pursuant to Exhibit A-1, Description of Services. To effectuate these changes in services the Director or his designee, through an Amendment may adjust the maximum obligation by up to but no more than forty percent (40%) of the annual maximum obligation”
- E. The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has

incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Paragraph 11, Notices.”

5. Agreement, Paragraph 6.0, INDEMNIFICATION AND INSURANCE, is revised to now read as follows:

“6.0 INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor’s acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

B. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph 6.0. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

1. **Evidence of Coverage and Notice to County**

Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section

5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

2. **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured even if they exceed the County's minimum Required Insurance specifications herein Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

3. **Cancellation of or Changes Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in

Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

4. **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

5. **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

6. **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

7. **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers (except workmen's compensation insurers) to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8. **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall

provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

9. **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

10. **Claims Made Coverage**

If any part of the Required Insurance is written on a claims effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

11. **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12. **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

13. **Alternative Risk Financing Programs**

Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

14. **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. **INSURANCE COVERAGE**

1. **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$3 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

2. **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming

the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

4. **Professional Liability/Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than two (2) years following this Agreement's expiration, termination or cancellation."

6. Agreement, ADDITIONAL PROVISIONS, Paragraph 41, COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, is revised to now read as follows:

"41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit L in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit L, Business Associate Agreement, Contractor's Obligations as a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement)."

7. Agreement, Exhibit A-1, Paragraph 2, Subparagraph E, is modified to add Subparagraph (7), Equipment Adjustments, as follows:

“(7) Equipment Adjustments: In addition, County may add or delete equipment to this Agreement, as deemed necessary by the County. For additional equipment, rates shall be same as the existing Agreement for the same model and type. Any addition or deletion shall be effectuated by an Amendment executed by County and Contractor.”

8. Agreement, Exhibit A-1, Paragraph 4, ENGINEERING HARDWARE AND SOFTWARE ENHANCEMENTS is deleted in its entirety and is replaced as follows:

“4. ENGINEERING HARDWARE AND SOFTWARE ENHANCEMENTS:

All engineering hardware and software upgrades and/or enhancements ("Enhancements") developed by the manufacturer and provided by the manufacturer at no cost to the systems hereunder shall automatically be made available and installed on the Systems at Medical Facility(s). All license fees will be included.

Enhancements developed by the manufacturer and provided by the manufacturer at a price shall be made available for installation on the System at the Medical Facility(s) only upon request and approval of Medical Facility(s) at Contractor's then-current list or exchange price.

Contractor shall provide other associated services for Enhancement. These other associated services, excluding training days, shall be billed at the rate of \$210 per hour, during the installation of any upgrades or Enhancements at the hours set by each Facility.

Invoices for Enhancements provided hereunder shall be rendered separately and payment by Medical Facility is due within thirty (30) calendar days or receipt of Contractor's invoice.”

9. Agreement is modified to add Exhibit K, Pricing & Maintenance List, and Exhibit L, Business Associate Agreement, attached hereto and incorporated herein by reference.

Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

FUJIFILM MEDICAL SYSTEMS USA, INC.

By: _____
Signature

Printed Name

Title

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

Allison Morse
Senior Deputy County Counsel

EXHIBIT K

MAINTENANCE AND REPAIR SERVICES AGREEMENT FOR

COMPUTED

RADIOGRAPHY DIGITAL IMAGING SYSTEMS

AMENDMENT 4

June 2013

TABLE OF CONTENTS

EXHIBIT K PRICING MAINTAINENCE LIST

I. EXHIBIT K PRICING MAINTENANCE LIST SUMMARY PAGE

II. LAC USC

II.1. Exhibit K Pricing Maintenance List LAC USC SYN

II.2. Exhibit K Pricing Maintenance List LAC USC CR

III. H CLAUDE HUDSON

III.1. Exhibit K Pricing Maintenance List H Claude Hudson SYN

III.2. Exhibit K Pricing Maintenance List H Claude Hudson CR

IV. EL MONTE

IV.1. Exhibit K Pricing Maintenance List El Monte SYN

IV.2. Exhibit K Pricing Maintenance List El Monte CR

V. ED R ROYBAL

V.1. Exhibit K Pricing Maintenance List Ed R Roybal SYN

V.2. Exhibit K Pricing Maintenance List Ed R Roybal CR

VI. RANCHO LOS AMIGOS

VI.1. Exhibit K Pricing Maintenance List Rancho Los Amigos SYN

VI.2. Exhibit K Pricing Maintenance List Rancho Los Amigos CR

VII. OLIVE VIEW

VII.1. Exhibit K Pricing Maintenance List Olive View SYN

VII.2. Exhibit K Pricing Maintenance List Olive View CR

VIII. HARBOR UCLA

VIII.1. Exhibit K Pricing Maintenance List Harbor UCLA SYN

VIII.2. Exhibit K Pricing Maintenance List Harbor UCLA CR

IX. HIGH DESERT

IX.1. Exhibit K Pricing Maintenance List High Desert SYN

IX.2. Exhibit K Pricing Maintenance List High Desert CR

X. HUBERT HUMPHREY

X.1. Exhibit K Pricing Maintenance List Hubert Humphrey SYN

X.2. Exhibit K Pricing Maintenance List Hubert Humphrey CR

XI. MARTIN LUTHER KING JR

XI.1. Exhibit K Pricing Maintenance List Martin Luther King Jr SYN

XI.2. Exhibit K Pricing Maintenance List Martin Luther King Jr CR

LOS ANGELES COUNTY EXHIBIT K PRICING MAINTAINENCE LIST

EMERALD SYNAPSE CRITICAL & PREFERRED SERVICE AGREEMENT

SITE	07/01/2013-06/30/2014	1 YEAR TOTAL
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LAC + USC MED CTR	\$938,314	\$938,314
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E CLAUDE HUDSON	\$39,359	\$39,359
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EL MONTE COMP HLTH	\$33,643	\$33,643
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EDWARD R ROYBAL	\$30,256	\$30,256
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LAC + USC TOTAL	\$1,041,572	\$1,041,572
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RANCHO LOS AMIGOS	\$122,515	\$122,515
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OLIVE VIEW/UCLA	\$252,186	\$252,186
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HARBOR/UCLA	\$286,021	\$286,021
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HIGH DESERT HOSP	\$74,949	\$74,949
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HUBERT HUMPHREY*	\$34,503	\$34,503
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MARTIN L. KING JR.*	\$178,804	\$178,804
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TOTAL PER YEAR	\$1,990,550	\$1,990,550
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Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOL DATE	Normal Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
SOFTWARE	SOFTWARE LICENSES:								07/01/13	
									06/30/14	
	SYNPSE S/N: SY-01-0085610/SY-02-00815620									
	*SYNPSE PACS ANNUAL STUDY VOLUME	425,000 STUDIES PER YEAR			EXPIRED		\$408,000	\$285,600	\$285,600	\$285,600
	ORACLE WORKGROUP LICENSE				EXPIRED		\$11,508	\$8,056	\$8,056	\$8,056
	SW CLUSTER FOR THE ORACLE DBASE				EXPIRED		\$3,200	\$2,240	\$2,240	\$2,240
	ORACLE FAILSAFE SOFTWARE				EXPIRED		\$1,000	\$700	\$700	\$700
	SYNPSE RIS INTERFACE				EXPIRED		\$4,800	\$3,360	\$3,360	\$3,360
HIERARCHAL MANAGEMENT SOFTWARE:										
	DISKXTEENDER LICENSE	64 TB			EXPIRED		\$20,625	\$14,438	\$14,438	\$14,438
SYNPSE RIS:										
	SYNPSE RIS PACKAGE				EXPIRED		\$166,395	\$166,395	\$166,395	\$166,395
	Software Price						\$615,528	\$480,789	\$480,789	\$480,789

EXHIBIT K PRICING MAINTAINENCE LIST

11.1.

4/30/2013
EXHIBIT K
LAC&USC
SYNAPSE

EQUIPMENT LOCATION (if Different from Invoicing Information):
LAC & USC MEDICAL CENTER
1200 NORTH STATE STREET
LOS ANGELES CA 90031
EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOL DATE	Normal Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNNKQ00572	ER	1D428	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNNKJ00156	ER	1D428	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNNKJ00159	ER	1D428	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	1094LS1	G/ GU, CHEST, WOMENS US	3D322	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNNKQ00215	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	710PNNKJ00008	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10BZKS1	G/ GU, CHEST, WOMENS US	3D322	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNNKQ0133	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNNKJ00137	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNNKJ00130	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	53HGJS1	G/ GU, CHEST, WOMENS US	3D322	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNNKQ00210	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	712PNNKJ00412	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	712PNNKJ00326	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T3400	JGKFJH1	G/ GU, CHEST, WOMENS US	3D322	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNNKQ00141	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	806PNNKJ00040	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNNKJ00112	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	109YKS1	G/ GU, CHEST, WOMENS US	3D322	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	806PNNKQ00463	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	811PNNKM00214	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	811PNNKM00120	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T3400	S66T2G1	G/ GU, CHEST, WOMENS US	3D322	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	811PNNKQ01617	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	811PNNKM00096	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	811PNNKM00182	G/ GU, CHEST, WOMENS US	3D322	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	1HKFJH1	J, CHEST, WOMENS USMAM	3C316	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	803PNNKQ000569	J, CHEST, WOMENS USMAM	3C316	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	712PNNKJ00555	J, CHEST, WOMENS USMAM	3C316	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	712PNNKJ00541	J, CHEST, WOMENS USMAM	3C316	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	HP XW8600	S2UA83308CD	J, CHEST, WOMENS USMAM	3C316	EXPIRED		\$500	\$352		\$352
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNNKQ00529	J, CHEST, WOMENS USMAM	3C316	EXPIRED		\$400	\$282		\$282
DOME 5MP DISPLAY	PLANAR DOME E5	804PNNKN00157	J, CHEST, WOMENS USMAM	3C316	EXPIRED		\$544	\$383		\$383
DOME 5MP DISPLAY	PLANAR DOME E5	804PNNKN00011	J, CHEST, WOMENS USMAM	3C316	EXPIRED		\$544	\$383		\$383
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10D3LS1		CT	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNNKQ00458	CT	3F212	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	710PNNKJ00187	CT	3F212	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	DELL PRECISION T3400	62B4BD1	CT	3F211	EXPIRED		\$150	\$106		\$106
SYNAPSE WORKSTATION	PLANAR 20" GX 2MP	1011PNNKQ00018	CT	3F211	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	910PNNKJ00047	CT	3F211	EXPIRED		\$350	\$247		\$247

EQUIPMENT LOCATION (if Different from Invoicing Information):

LAC & USC MEDICAL CENTER
1200 NORTH STATE STREET
LOS ANGELES CA 90031

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

EXHIBIT K PRICING MAINTAINENCE LIST

11.1.

4/30/2013
EXHIBIT K
LAC&USC
SYNAPSE

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOL DATE	Normal Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
DOME 3MP DISPLAY	PLANAR DOME E3	910PNKJ00062	CT	3F211	EXPIRED		\$350	\$247	\$247	
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10CYS1	CT	3F212	EXPIRED	3/10/2019	\$150	\$106	\$106	\$247
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYN LCD 2090UXI	6Y121785YA	CT	3F212	EXPIRED		\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYN LCD 2090UXI	67108962YA	CT	3F212	EXPIRED		\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYN LCD 2090UXI	67108963YA	CT	3F210	EXPIRED	3/10/2019	\$150	\$106	\$106	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	704PNKH00018	CT	3F210	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	709PNKH00006	CT	3F210	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE WORKSTATION	DELL PRECISION T3400	J8KPeD1	CT	3F210	EXPIRED		\$350	\$247	\$247	\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG00253	CT	3F210	EXPIRED		\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00091	CT	3F210	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00103	CT	3F210	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T3400	HR62TG1	CT	3F210	EXPIRED	3/10/2019	\$150	\$106	\$106	\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000135	CT	3F210	EXPIRED		\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00102	CT	3F210	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00086	CT	3F210	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	9RSYOR1	CT	3F216	EXPIRED	3/10/2019	\$150	\$106	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYN LCD 2090UXI	6Y121786YA	CT	3F216	EXPIRED		\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	901PNKJ00064	CT	3F216	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	911PNKJ00007	CT	3F216	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10C1LS1	NEURO	3F318	EXPIRED	3/10/2019	\$150	\$106	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYN LCD 2090UXI	74128357YA	NEURO	3F318	EXPIRED		\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	908PNKJ00047	NEURO	3F318	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	908PNKJ00005	NEURO	3F318	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10B4LS1	NEURO	3F216	EXPIRED	3/10/2019	\$150	\$106	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYN LCD 2090UXI	1X730752UA	NEURO	3F216	EXPIRED		\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	910PNKJ00043	NEURO	3F216	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	910PNKJ00063	NEURO	3F216	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	53FKJS1	NEURO	3F318	EXPIRED	3/10/2019	\$150	\$106	\$106	\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000454	NEURO	3F318	EXPIRED		\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00117	NEURO	3F318	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00109	NEURO	3F318	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	1093LS1	NEURO	3F318	EXPIRED	3/10/2019	\$150	\$106	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYN LCD 2080UX	46113155YA	NEURO	3F318	EXPIRED		\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	910PNKJ00056	NEURO	3F318	EXPIRED		\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	910PNKJ00044	NEURO	3F318	EXPIRED		\$350	\$247	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10C3LS1	NEURO	3F318	EXPIRED	3/10/2019	\$150	\$106	\$106	\$106

EXHIBIT K PRICING MAINTENANCE LIST

II.1.

4/30/2013
EXHIBIT K
LAC&USC
SYNAPSE

EQUIPMENT LOCATION (if Different from Invoicing Information):
LAC & USC MEDICAL CENTER
1200 NORTH STATE STREET
LOS ANGELES CA 90031
EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOL DATE	Normal Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000131	NEURO	3F318	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00065	NEURO	3F318	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00096	NEURO	3F318	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10D1L1S1	NEURO	3F318	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000451	NEURO	3F318	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00182	NEURO	3F318	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00084	NEURO	3F318	EXPIRED	3/10/2019	\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	3S4ZTR1	EXPIRED	3D339	EXPIRED	3/10/2019	\$150	\$106		\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNCR LCD 2080UX	5X105968YA	MRI	3D339	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	711PNKJ00087	MRI	3D339	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	710PNKJ00083	MRI	3D339	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	HP XW4600	S2UA8271FTG	MRI	3D339	EXPIRED		\$500	\$352		\$352
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000140	MRI	3D339	EXPIRED		\$400	\$282		\$282
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000137	MRI	3D339	EXPIRED		\$400	\$282		\$282
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000212	MRI	3D339	EXPIRED		\$400	\$282		\$282
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10B1L1S1	MRI	3D339	EXPIRED	3/10/2019	\$150	\$106		\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNCR LCD 2090UXI	3Y155480YA	MRI	3D339	EXPIRED		\$400	\$282		\$282
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	1011NKQ000163	MRI	3D339	EXPIRED		\$400	\$282		\$282
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	803PNKG00836	MRI	3D339	EXPIRED		\$400	\$282		\$282
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10F1L1S1	PED, MSK	3E110	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000139	PED, MSK	3E110	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00092	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00090	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	53GKJ51	PED, MSK	3E110	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	803PNKG000519	PED, MSK	3E110	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00132	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00127	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	53FLJ51	PED, MSK	3E110	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKJ00138	PED, MSK	3E110	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00116	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00101	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	9CRS0R1	PED, MSK	3E110	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000134	PED, MSK	3E110	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00098	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	809PNKJ00100	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	10C4L1S1	PED, MSK	3E110	EXPIRED	3/10/2019	\$150	\$106		\$106
PLANAR 20" 1600X1200 FLAT PANEL MONITOR	PLANAR 20" GX 2MP	804PNKG000132	PED, MSK	3E110	EXPIRED		\$400	\$282		\$282
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00331	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00490	PED, MSK	3E110	EXPIRED		\$350	\$247		\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	3S5YTR1	PED, MSK	3E110	EXPIRED	3/10/2019	\$150	\$106		\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNCR LCD 2080UX	4Z127906YA	PED, MSK	3E110	EXPIRED		\$400	\$282		\$282

[illegible]

EQUIPMENT LOCATION (if Different from Invoicing Information):
LAC & USC MEDICAL CENTER
1200 NORTH STATE STREET
LOS ANGELES CA 90031

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

EXHIBIT K PRICING MAINTAINENCE LIST

II.1.

4/30/2013
EXHIBIT K
LAC&USC
SYNAPSE

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
PACSCUBE WORKSTATION	DELL PRECISION T5400	8MZ6FH1	3RD FLOOR	BOWLING	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
PACSCUBE MONITOR	DELL MONITOR	0G313H	3RD FLOOR	BOWLING	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
DATCARD PACSCUBE	DATCARD PACSCUBE EXPRESS 100X	10001960	NOT FOUND/MOVED		EXPIRED		\$2,100	\$1,470	N/A	\$1,470
PACSCUBE WORKSTATION	DELL OPTIPLEX GX270	JX93P51	NOT FOUND/MOVED		EXPIRED		INCLUDED	INCLUDED	N/A	\$0
DIGITIZERS:										
VIDAR DIGITIZER	PACSGEAR VIDAR DIAGNOSTIC PRO	350080	3RD FLOOR	BOWLING	EXPIRED		\$5,600	\$3,920	\$3,920	\$3,920
DIGITIZER WORKSTATION	PACSGEAR LEOVO 6071-BDU WKS	LKGTWV	3RD FLOOR	BOWLING	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
19" DUAL INPUT LCD MONITOR	ACSGEAR PLANAR PL1911M MONITO	BE826A18056	3RD FLOOR	BOWLING	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
CONTENT SWITCHES:										
BIGIP F5 CONTENT SWITCH	F5 BIG-IP 1500	BIP227668S	DATA CENTER	OPD	EXPIRED		\$4,025	\$2,818	\$2,818	\$2,818
BIGIP F5 CONTENT SWITCH	F5 BIG-IP 1500	BIP220486S	DATA CENTER	OPD	EXPIRED		\$4,025	\$2,818	\$2,818	\$2,818
Hardware Price										
Software & Hardware Net Price										
\$727,945										
\$559,775										
\$559,775										
\$78,986										

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

Total Discount

30%

*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

EMERALD PREFERRED SERVICE AGREEMENT

EXHIBIT K PRICING MAINTAINENCE LIST

Device	Description	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
									07/01/13	
									06/30/14	
XG5000 READER UNIT	CR IR RU362	66222845	3RD FLOOR	BOWLING	EXPIRED		\$16,275	\$11,393	\$11,393	
	FLASH IIP UPGRADE to FDX	TBD		TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELLOPTIPLEX GX270	4NUGZ61	3RD FLOOR	BOWLING	EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727092969C	3RD FLOOR/6/h 4NUGZ61	BOWLING	EXPIRED				N/A	\$0
IIP	FLASH IIP UPGRADE to FDX	TBD		TBD			\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727092969C	3RD FLOOR/6/h 4NUGZ61	BOWLING	EXPIRED				N/A	\$0
IIP	DELLOPTIPLEX GX270	720ZCD1	3RD FLOOR	BOWLING	EXPIRED		\$2,500	\$1,750	\$1,750	\$3,000
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LS6081548K	3RD FLOOR 6/h 720ZCD1	BOWLING	EXPIRED				N/A	\$0
DRYPix5000	DRYPix 5000 W/1 FILM DRAWER	47130058	3RD FLOOR	BOWLING	EXPIRED		\$6,400	\$4,510	\$4,510	\$4,510
DRYPix5000	DRYPix 5000 W/1 FILM DRAWER	86331006	3RD FLOOR	BOWLING	EXPIRED		\$6,400	\$4,510	\$4,510	\$4,510
SMART CR	CR-IR 346RU	17221951	5TH FLOOR	BOWLING	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
	FLASH IIP UPGRADE to FDX	TBD		TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELLOPTIPLEX GX270	GC123J1	5TH FLOOR S/N: 17221951	BURN WARD HALLWAY	EXPIRED				N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	H10C035055	5TH FLOOR S/N: GC123J1	BURN WARD HALLWAY	EXPIRED				N/A	\$0
XG5000 READER UNIT	CR IR RU362	66222846	ER	1D328	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
	FLASH IIP UPGRADE to FDX	TBD		TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELLOPTIPLEX GX270	925LS6070713K	ER	1D328	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LS6070713K	ER	1D328	EXPIRED				N/A	\$0
SMART CR	CR-IR 346RU	36626748	TBD	1D324	EXPIRED				N/A	\$0
IIP	DELLOPTIPLEX GX270	JH3M431	ER	1D324	EXPIRED				N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727261741C	ER S/N: JH3M431	1D324	EXPIRED				N/A	\$0
DRYPix5000	DRYPix 5000 W/1 FILM DRAWER	66330481	ER	1D328	EXPIRED		\$6,400	\$4,510	\$4,510	\$4,510
DRYPix5000	DRYPix 5000 W/1 FILM DRAWER	66130395	Mammo	1D328	EXPIRED		\$6,400	\$4,510	\$4,510	\$4,510
CARBON XL READER UNIT	CR-IR366	76624143	OR 22 SUPPLY ROOM	5D315	EXPIRED		\$10,000	\$7,047	\$7,047	\$7,047
	FLASH IIP UPGRADE to FDX	TBD		TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELLOPTIPLEX GX745	2G7FZD1	OR 22 SUPPLY ROOM	5D315	EXPIRED				N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727164500C	R 22 SUPPLY ROOM S/N: 2G7FZD1	5D315	EXPIRED				N/A	\$0
SMART CR	CR-IR 346RU	56934792	ORTHOD/DENTAL	3B322	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
	FLASH IIP UPGRADE to FDX	TBD		TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELLOPTIPLEX GX270	131FH91	ORTHOD/DENTAL	3B322	EXPIRED				N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LS6483243K	ORTHOD/DENTAL	3B322	EXPIRED				N/A	\$0
SMART CR	CR-IR 346RU	562322107	UROLOGY	4C318	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
	FLASH IIP UPGRADE to FDX	TBD		TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELLOPTIPLEX GX270	2XXBG51	UROLOGY	4C318	EXPIRED				N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LIU6171285K	UROLOGY S/N: 2XXBG51	4C318	EXPIRED				N/A	\$0
FCR CLEARVIEW 1M	CR IR 357 1E	66120088	Zonal 5P-21 Bldg.	X-RAY	EXPIRED		\$9,000	\$6,342	\$6,342	\$6,342
IIP	DELLOPTIPLEX GX270	FTX9QB1	Zonal 5P-21 Bldg.	X-RAY	EXPIRED				N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LS6120075K	Zonal 5P-21 Bldg. S/N: FTX9QB1	X-RAY	EXPIRED				N/A	\$0
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86720039	ER	TRAUMA P01	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800

EQUIPMENT LOCATION (if Different from Invoicing Information):
LAC & USC MEDICAL CENTER
1200 NORTH STATE STREET
LOS ANGELES CA 90031
EMERALD PREFERRED SERVICE AGREEMENT

4/30/2013
EXHIBIT K
LAC&USC
CR

EMERALD PREFERRED SERVICE AGREEMENT

Device	Description	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Price	Discounted Annual Price	YEAR 1	Total Cost
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P01	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P01	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	06320474	ER	TRAUMA P01	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P02	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P02	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86720037	ER	TRAUMA P02	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P02	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P02	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86720038	ER	TRAUMA P02	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P03	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P03	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86720041	ER	TRAUMA P04	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P04	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P04	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86720040	ER	TRAUMA P05	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P05	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P05	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86620022	ER	TRAUMA P06	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P06	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P06	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86620023	ER	TRAUMA P07	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P07	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P07	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86620024	ER	TRAUMA P08	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P08	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P08	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86620027	ER	TRAUMA P09	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P09	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P09	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86620048	ER	TRAUMA P10	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P10	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P10	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86820052	ER	TRAUMA P11	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P11	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P11	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86820053	ER	TRAUMA P12	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P12	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P12	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR GO 1	FCR-GO MB-101 PORTABLE X-RAY SYSTEM	86820057	ER	TRAUMA P13	EXPIRED		\$14,000	\$9,800	\$9,800	\$9,800
XRAY TUBE	XRAY TUBE GO	NON DISCOUNTABLE	ER	TRAUMA P13	EXPIRED		\$5,800	\$4,060	\$4,060	\$4,060
BATTERY	BATTERY LABOR INSTALLATION GO	NON DISCOUNTABLE	ER	TRAUMA P13	EXPIRED		\$1,950	\$1,365	\$1,365	\$1,365
FCR5000	CR IR 341	9682617	LOCATION N/A		EXPIRED	3/31/2014	\$17,000	\$11,980	\$8,933	\$8,933
CARBON XL2 READER UNIT	CR RUI359-1E	76920367	LOCATION N/A		EXPIRED	3/31/2015	\$8,925	\$6,248	\$6,248	\$6,248
SMART CR	CR IR 346RU	56232108	LOCATION N/A		EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
SMART CR	CR IR 346RU	65232107	LOCATION N/A		EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
SMART CR	CR IR 346RU	26823983	LOCATION N/A		EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
	CR IR 346CL	BRWKY11	LOCATION N/A		EXPIRED	1/31/2006	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	CR IR 346CL	5S90211	LOCATION N/A		EXPIRED	N/A	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	DELL GXT745 2.33G C2DUO/2G RAM/160G HD	FWWQF1	LOCATION N/A		EXPIRED	2/26/2011	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	DELL OPTIPLEX GX280 DESKTOP 2.80G6HZ P4	19WS771	LOCATION N/A		EXPIRED	7/8/2008	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0

EXHIBIT K PRICING MAINTAINENCE LIST

4/30/2013
EXHIBIT K
LAC&USC
CR

Device	Description	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
							EOL NOT COVERED	EOL NOT COVERED	07/01/13	
							EOL NOT COVERED	EOL NOT COVERED	06/30/14	
	FLASH IIP	G41BK81	LOCATION N/A	EXPired	9/27/2008	6/10/2008	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	FLASH IIP	BMJGZ61	LOCATION N/A	EXPired	6/10/2008	6/10/2008	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	FLASH IIP	GPJGZ61	LOCATION N/A	EXPired	6/10/2008	6/10/2008	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	FLASH IIP	HTGJ911	LOCATION N/A	EXPired	5/4/2005	5/4/2005	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	FLASH IIP	55C00B1	LOCATION N/A	EXPired	5/17/2009	5/17/2009	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	SMARTOR CPU PIII733 DELL	3XWTC01	LOCATION N/A	EXPired	N/A		EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	TOUCHSCREEN 19 INCH LCD	J12C008086	LOCATION N/A	EXPired			EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
	TOUCHSCREEN 19 INCH LCD	728075943C	LOCATION N/A	EXPired			EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
TRAINING DAYS	APPLICATION LABOR @ \$2250 PER DAY	8 DAYS	NON-DISCOUNTABLE				INCLUDED	INCLUDED	N/A	\$18,000
Net Price										\$378,539
\$606,850										\$378,539
\$405,586										\$378,539
*Pro Rated If Necessary										

4. . President & CEO Discount

30%

Total Discount

30%

HARDWARE

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

30%

Total Discount

EMERALD PREFERRED SERVICE AGREEMENT

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

Total Discount

30%

Description		Notes/Model/Version	Serial Number	Location	Room	Warranty End Date	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
SOFTWARE										
SOFTWARE LICENSES:										
Software Price							\$0	\$0	\$0	\$0
*Pro Rated If Necessary										
									07/01/13	
									06/30/14	

HARDWARE									
WORKSTATIONS:									
SYNAPSE ADVANCED WORKSTATION		HP XW8600	S2UA83503SJ	Main Radiology	2140	EXPIRED	\$500	\$352	\$352
BARCO 3MP DISPLAY		BARCOMED CORONIS NVIDIA QUADRO FX3700	3003851	Main Radiology	2140	EXPIRED	\$950	\$669	\$669
BARCO 3MP DISPLAY		BARCOMED CORONIS NVIDIA QUADRO FX3700	3003840	Main Radiology	2140	EXPIRED	\$950	\$669	\$669
Hardware Price							\$2,400	\$1,690	\$1,690
Software & Hardware Net Price									
							\$2,400	\$1,690	\$1,690

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

Total Discount

30%

EMERALD PREFERRED SERVICE AGREEMENT

EL MONTE CA 91731

10593 RAMONA BOULEVARD

EL MONTE COMPREHENSIVE HEALTH CENTER

EQUIPMENT LOCATION (If Different from Invoicing Information):

[illegible]

APPLIED DISCOUNTS:

4. President & CEO Discount

Total Discount

30%

30%

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

[illegible]

HARDWARE

[illegible]

APPLIED DISCOUNTS:

4. President & CEO Discount

30%
30%

Total Discount

EQUIPMENT LOCATION (if Different from Invoicing Information):
EDWARD R ROYBAL COMPREHENSIVE HEALTH CENTER
245 SOUTH FETTERLY AVENUE SECOND FLOOR
LOS ANGELES CA 90022

4. President & CEO Discount

Total Discount

30%

*Pro Rated If Necessary

Device	Description	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
CARBON XL READER UNIT	CR-IR356	67222746	Main Radiology	1257	EXPIRED		\$10,000	\$6,800	\$6,800	\$6,800
FLASH iIP UPGRADE to FDX	TBD	TBD	TBD				\$6,500	\$3,000	FREE	\$0
iIP	DELL OPTIPILEX GX620	JKFBC1	Main Radiology	1257	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LSI6172133K	Main Radiology	1257	EXPIRED		INCLUDED	N/A	N/A	\$0
CARBON XL READER UNIT	CR-IR356	67222747	Main Radiology	1257	EXPIRED		\$10,000	\$6,800	\$6,800	\$6,800
FLASH iIP UPGRADE to FDX	TBD	TBD	TBD				\$6,500	\$3,000	FREE	\$0
iIP	DELL OPTIPILEX GX620	6NFBCC1	Main Radiology	1257	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LSI6172134K	Main Radiology	1257	EXPIRED		INCLUDED	N/A	N/A	\$0
DRYPix5000	DRYPix 5000 W/1 FILM DRAWER	67030574	Main Radiology	1257	EXPIRED		\$6,400	\$4,510	\$4,510	\$4,510
CARBON XL READER UNIT	CR-IR356	67222745	Main Radiology	1285	EXPIRED		\$10,000	\$6,800	\$6,800	\$6,800
FLASH iIP UPGRADE to FDX	TBD	TBD	TBD				\$6,500	\$3,000	FREE	\$0
iIP	DELL OPTIPILEX GX620	2NFBCC1	Main Radiology	1285	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LSI6172132K	Main Radiology	1285	EXPIRED		INCLUDED	N/A	N/A	\$0
TRAINING DAYS	APPLICATION LABOR @ \$2250 PER DAY	2 DAYS	NON-DISCOUNTABLE				\$4,500	\$4,500	\$4,500	\$4,500
Net Price							\$60,400	\$38,410	\$29,410	\$29,410

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

[illegible]

EXHIBIT K PRICING MAINTAINENCE LIST

EQUIPMENT LOCATION (If Different from Invoicing Information):
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER
7601 EAST IMPERIAL HIGHWAY
DOWNEY CA 90242

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost	TAPE LIBRARY DEVICES:	
									07/01/13			
									06/30/14			
DELL DLT TAPE BACK UP	DELL POWERVAULT 122T	8J8D481	Basement	Data Center	EXPIRED	12/29/2010	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0		
DELL DLT TAPE BACK UP	POWERSVAULT 132T LTO-2	313465BE1805	Basement	Data Center	EXPIRED	12/29/2010	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0		
DIGITIZERS:												
DIGITIZER - VIDAR	VIDAR DIAGNOSTIC PRO ADVANTAGE	361522			EXPIRED		\$5,600	\$3,920	\$3,920	\$3,920		
CARDIOVASCULAR												
CV FOR RANCHO LOS AMIGOS (NONDISCOUNTABLE)										\$26,440		
Hardware Price								\$23,939	\$50,379	\$50,379		
Software & Hardware Net Price												
							\$72,315	\$50,679	\$77,119	\$77,119		

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

30%

Total Discount

*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

EQUIPMENT LOCATION (If Different from Invoicing Information):
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER
7601 EAST IMPERIAL HIGHWAY
DOWNEY CA 90242

EMERALD PREFERRED SERVICE AGREEMENT

EXHIBIT K PRICING MAINTAINENCE LIST

VI.2.
4/30/2013
EXHIBIT K
RANCHO
CR

Device	Description	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
SMART CR	CR-IR 346RU	56834465	MAIN RADIOLOGY	159	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	
IIIP	DELL OPTIPLEX GX620	396ZR81	MAIN RADIOLOGY	159	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	J12C008150	MAIN RADIOLOGY	159	EXPIRED		INCLUDED	N/A	N/A	\$0
XG5000 READER UNIT	CR IR RU362	56822287	MAIN RADIOLOGY	160	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
FLASH IIP UPGRADE to FDX	TBD	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
IIIP	DELL OPTIPLEX GX755	GSQJMG1	MAIN RADIOLOGY	160	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	J12C008221	MAIN RADIOLOGY	160	EXPIRED		INCLUDED	N/A	N/A	\$0
DRYPPIX5000	DRYPPIX 5000 W/1 FILM DRAWER	56830324	MAIN RADIOLOGY	160	EXPIRED		\$6,400	\$4,510	\$4,510	\$4,510
XG5000 READER UNIT	CR IR RU362	86224772	MAIN RADIOLOGY	MAIN HALLWAY	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
FLASH IIP UPGRADE to FDX	TBD	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
IIIP	DELL OPTIPLEX GX780	8C6TYQ1	MAIN RADIOLOGY	MAIN HALLWAY	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	J12C008075	MAIN RADIOLOGY	MAIN HALLWAY	EXPIRED		INCLUDED	N/A	N/A	\$0
SMART CR	CR-IR 346RU	56834466	SURGERY	243.I	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
FLASH IIP UPGRADE to FDX	TBD	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
IIIP	DELL OPTIPLEX GX745	36Q05D1	SURGERY	243.I	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	A09C010488	SURGERY	243.I	EXPIRED		INCLUDED	N/A	N/A	\$0
TRAINING DAYS	APPLICATION LABOR @ \$2250 PER DAY	2 DAYS	NON-DISCOUNTABLE				\$4,500	\$4,500	\$4,500	\$4,500
Net Price										
\$91,450										
\$57,396										
\$45,396										
\$45,396										

*Pro Rated If Necessary

4. President & CEO Discount

30%

Total Discount

30%

EXHIBIT K PRICING MAINTAINENCE LIST

Description	Notes/Model/Version	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
SOFTWARE										
SOFTWARE LICENSES:										
SYNAPSE S/N: SY-01-07210200										
SYNAPSE PACS ANNUAL STUDY VOLUME										
150,000 STUDIES PER YEAR										
SW CLUSTER FOR THE ORACLE DBASE										
ORACLE FAILSAFE SOFTWARE										
HIERARCHAL MANAGEMENT SOFTWARE:										
DISKXTENDER FOR WINDOWS 16TB CLUSTER										
H309678										
DISKXTENDER LICENSE										
EXPURED										
\$4,825										
\$3,378										
\$107,118										
Software Price										
Pro Rated If Necessary										
\$153,025										
\$107,118										
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EXHIBIT K PRICING MAINTAINENCE LIST

Description	Notes/Model/Version	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
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BARCO 4MP DISPLAY	4MP FUSION MEDICAL COLOR DISPLAY	1890210943	Mammo Reading Room	1D106	EXPIRED		\$1,100	\$770	\$770	\$770
									06/30/14	
									07/01/13	
NEC 20" 1600X1200 FLAT PANEL MONITOR	20" LCD COLOR MONITOR	5X105684YA	Dr. Hoang	2D127	EXPIRED		\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	20" LCD COLOR MONITOR	830C491	Dr. Hoang	2D127	EXPIRED		\$150	\$106	\$106	\$106
BARCO 4MP DISPLAY	4MP FUSION MEDICAL COLOR DISPLAY	1890210943	Mammo Reading Room	1D106	EXPIRED		\$1,100	\$770	\$770	\$770
NEC 20" 1600X1200 FLAT PANEL MONITOR	20" LCD COLOR MONITOR	5X105679YA	General Reading Room	2D126	EXPIRED	1/8/2009	\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	20" LCD COLOR MONITOR	5X105679YA	General Reading Room	2D126	EXPIRED	1/8/2009	\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	20" LCD COLOR MONITOR	5X105692YA	General Reading Room	2D126	EXPIRED	1/8/2009	\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	20" LCD COLOR MONITOR	5X105695YA	General Reading Room	2D126	EXPIRED	1/8/2009	\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	20" LCD COLOR MONITOR	S82149232YA	General Reading Room	2D126	EXPIRED	1/8/2009	\$400	\$282	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	709PNKMH00074	General Reading Room	2D126	EXPIRED	1/8/2009	\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	709PNKMH00079	General Reading Room	2D126	EXPIRED	1/8/2009	\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	709PNKH00080	General Reading Room	2D126	EXPIRED	1/8/2009	\$350	\$247	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME C3I	407G500828	General Reading Room	2D126	EXPIRED		EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$247
DOME 3MP DISPLAY	PLANAR DOME C3I	409PNKKD00723	General Reading Room	2D126	EXPIRED		EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
DOME 3MP DISPLAY	PLANAR DOME C3I	505PNKKD00106	General Reading Room	2D126	EXPIRED		EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
DOME 3MP DISPLAY	PLANAR DOME C3I	505PNKKD00161	General Reading Room	2D126	EXPIRED		EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
DOME 3MP DISPLAY	PLANAR DOME C3I	506PNKD00023	General Reading Room	2D126	EXPIRED		EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
DOME 3MP DISPLAY	PLANAR DOME C3I	506PNKD00191	General Reading Room	2D126	EXPIRED		EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
BARCO 4MP DISPLAY	4MP FUSION MEDICAL COLOR DISPLAY	1890210755	Nuclear Med RR	2D171	EXPIRED		\$1,100	\$770	\$770	\$770
SYNAPSE ADVANCED WORKSTATION	HP XW8600 WORKSTATION	S2UA9230Z4J	UCLA IMAGING CTR	EXPIRED			\$500	\$352	\$352	\$352
SYNAPSE ADVANCED WORKSTATION	HP XW8600 WORKSTATION	S2UA9230Z4L	UCLA IMAGING CTR	EXPIRED			\$500	\$352	\$352	\$352
STORAGE:										
HITACH SAN STORAGE	HITACH HDS AMS200	73061212	Server Room	1D132	EXPIRED		\$15,425	\$10,798	\$10,798	\$10,798
HITACH SAN STORAGE	HITACH HDS WMS100	6125706-0001-00001	Server Room	1D132	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
DIRECT ATTACHED STORAGE - DELL	DELL POWERVAULT MD1000	70VJCH1	Server Room	1D132	EXPIRED	8/28/2015	\$2,150	\$1,505	\$1,505	\$1,505
PASCUBES:										
DATCARD PASCUBE EXPRESS 100X	ER	10027537	EXPIRED	12/31/2013			\$1,750	\$1,225	\$867	\$867
PASCUBE WORKSTATION	DELL OPTIFLEX 745	8YQ44D1	EXPIRED	12/31/2013			INCLUDED	INCLUDED	N/A	\$0
DATCARD PASCUBE	DATCARD PASCUBE EXPRESS 100X	06087007	File Management Library	2D139	EXPIRED	12/31/2013	\$1,750	\$1,225	\$867	\$867
PASCUBE WORKSTATION	DELL OPTIFLEX 745	BXQ6LC1	File Management Library	2D139	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
DIGITIZERS:										
DIGITIZER - VIDAR	VIDAR DIAGNOSTIC PRO ADVANTAGE	340443	File Management Library	2D139	EXPIRED		\$5,600	\$3,920	\$3,920	\$3,920

EMERALD SYNAPSE CRITICAL SERVICE AGREEMENT

SYLMAR CA 91342

14445 OLIVE VIEW DRIVE

OLIVE VIEW UCLA MEDICAL CENTER

EQUIPMENT LOCATION (If Different from Invoicing Information):

Description	Notes/Model/Version	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
CONTENT SWITCHES:										
BIG IP F5 CONTENT SWITCH	F5 BIG-IP 1600	BIP216951S	Server Room	1D132	EXPIRED		\$4,200	\$2,940	\$2,940	\$2,940
BIGIP F5 CONTENT SWITCH	F5 BIG-IP 1500	BIP253022S	Server Room	1D132	EXPIRED		\$4,200	\$2,940	\$2,940	\$2,940
</										

APPLIED DISCOUNTS:

4. President & CEO Discount

*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

Total Discount

30%

30%

EMERALD PREFERRED SERVICE AGREEMENT

Device	Description	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
									07/01/13	
									06/30/14	
SMART CR	CR-IR 346RU	27024459	Main (Radiology area	across from room 9	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	across from room 9	EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	DEL OPTIPLEX GX745	17973F1	Main (Radiology area		EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727475597C	Main (Radiology area	across from room 9	EXPIRED		INCLUDED	N/A	N/A	\$0
XG5000 READER UNIT	CR IR RU362	57022348	Main (Radiology area	by room 2D141	EXPIRED		\$16,275	\$11,393	N/A	\$0
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	by room 2D141	EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	DEL OPTIPLEX GX620	CLB5Z81	Main (Radiology area	by room 2D141	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	728123240	Main (Radiology area	by room 2D141	EXPIRED		INCLUDED	N/A	N/A	\$0
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	by room 2D141	EXPIRED		\$6,500	\$3,000	FREE	\$0
SMART CR	CR IR 346RU	16720965	Main (Radiology area	by room 4	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	by room 4	EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	DEL OPTIPLEX GX745	78973F1	Main (Radiology area	by room 4	EXPIRED		INCLUDED	N/A	N/A	\$0
FM-DP L DRYPIX	FM-DP L DRY IMAGER	2689884	Main (Radiology area	by room 2D141	EXPIRED	3/31/2015	\$11,000	\$6,800	COVERED	COVERED
SMART CR	CR-IR 346RU	26723740	NEW ER	ER room 2E262	EXPIRED		\$6,500	\$3,000	FREE	\$0
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD		EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	DEL OPTIPLEX GX745	2LNSQD1	NEW ER	ER room 2E262	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727475609C	NEW ER	ER room 2E262	EXPIRED		INCLUDED	N/A	N/A	\$0
SMART CR	CR-IR 346RU	26723795	NICU	3C105	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727475621C	NICU	3C105	EXPIRED		INCLUDED	N/A	N/A	\$0
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	3C105	EXPIRED		\$6,500	\$3,000	FREE	\$0
SMART CR	CR-IR 346RU	26723736	Urgent Care	Inside room 2B113	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	Inside room 2B113	EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	DEL OPTIPLEX GX745	8YQ44D1	Urgent Care	Inside room 2B113	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727475594C	Urgent Care	Inside room 2B113	EXPIRED		INCLUDED	N/A	N/A	\$0
XG5000 READER UNIT	CR IR RU362	47021153	Urgent Care	Inside room 2B113	EXPIRED		\$16,275	\$11,393	N/A	\$0
IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	Inside room 2B113	EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	DEL OPTIPLEX GX745	CFW15K1	Urgent Care	Inside room 2B113	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	L08C005861	Urgent Care	Inside room 2B113	EXPIRED		INCLUDED	N/A	N/A	\$0
MIDVALLEY										
SMART CR	CR-IR 346RU	36125134	Mid-Valley	Mid-Valley	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
IIP	FLASH IIP UPGRADE to FDX	TBD	Mid-Valley	Mid-Valley	EXPIRED		\$6,500	\$3,000	FREE	\$0
TOUCHSCREEN 19 INCH LCD	DEL OPTIPLEX GX745	80973F1	Mid-Valley	Mid-Valley	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	727475595C	Mid-Valley	Mid-Valley	EXPIRED		INCLUDED	N/A	N/A	\$0
IIP	FLASH IIP UPGRADE to FDX	TBD	Mid-Valley	Mid-Valley	EXPIRED		\$6,500	\$3,000	FREE	\$0
TRAINING DAYS	APPLICATION LABOR @ \$2250 PER DAY	3 DAYS	Mid-Valley	Mid-Valley	EXPIRED		\$2,500	\$1,750	\$1,750	\$1,750
			NON-DISCOUNTABLE	Mid-Valley			\$6,750	\$6,750	\$6,750	\$6,750
Net Price							\$175,300	\$103,836	\$79,836	\$79,836

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

Total Discount

30%

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
SOFTWARE										
SOFTWARE LICENSES:										
SYNAPSE S/N: INSERT SY #SY-01-07104130	225,000 STUDIES PER YEAR									
SW CLUSTER FOR THE ORACLE DBASE					EXPIRED	\$3,200	\$151,200	\$151,200	\$2,240	\$151,200
ORACLE FAISSAFE SOFTWARE					EXPIRED	\$1,000		\$700	\$700	\$700
HIERARCHAL MANAGEMENT SOFTWARE:										
DISKXTENDER LICENSE	30TB				EXPIRED	\$12,750	\$8,925	\$8,925	\$8,925	\$8,925
Software Price										
							\$232,950	\$163,065	\$163,065	\$163,065
Pro Rated If Necessary										
HARDWARE										
SERVERS:										
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	99BE1YC	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	99BEZDL	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	99BEZDD	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	99BEZCN	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	KOFTN99	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	KOFTN94	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	KOFTN87	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
IBM XSERIES MULTIFUNCTION SERVER	IBM XSERIES 346	99DCFM0	Basement		EXPIRED	\$575	\$403	\$403	\$403	\$403
WORKSTATIONS & MONITORS:										
SYNAPSE WORKSTATION	DELL OPTIPLEX GX755	FSQCQ61	2nd floor	2W-30B	EXPIRED	07/03/11	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	68114071YA	2nd floor	2W-30B	EXPIRED		\$400	\$282	\$282	\$282
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879019057	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879019046	2nd floor	2W-30B	EXPIRED		\$950	EOL NOT COVERED	EOL NOT COVERED	\$0
SYNAPSE WORKSTATION	DELL PRECISION 490 DESKTOP	J2B4BD1	2nd floor	2W-30B	EXPIRED	7/19/2010	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	75130481YA	2nd floor	2W-30B	EXPIRED		\$400	\$282	\$282	\$282
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879019066	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879019090	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
SYNAPSE WORKSTATION	DELL PRECISION 490 DESKTOP	HY52BD1	2nd floor	2W-30B	EXPIRED	7/19/2010	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	75130482YA	2nd floor	2W-30B	EXPIRED		\$400	\$282	\$282	\$282
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879019101	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879019098	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
SYNAPSE WORKSTATION	DELL PRECISION 490 DESKTOP	32B4BD1	2nd floor	2W-30B	EXPIRED	7/19/2010	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	15722885UA	2nd floor	2W-30B	EXPIRED		\$400	\$282	\$282	\$282
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879018254	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879018611	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
SYNAPSE WORKSTATION	DELL PRECISION 490 DESKTOP	FY52BD1	2nd floor	2W-30B	EXPIRED	7/19/2010	EOL NOT COVERED	EOL NOT COVERED	EOL NOT COVERED	\$0
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	15723168UA	2nd floor	2W-30B	EXPIRED		\$400	\$282	\$282	\$282
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	1879019126	2nd floor	2W-30B	EXPIRED		\$669	\$669	\$669	\$669
3MP GREYSCALE DISPLAY	BARCO MDCG 3120	15722980UA	2nd floor	2W-R7	EXPIRED	1/7/2016	\$150	\$106	\$106	\$106
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T3400	D2CTXH1	2nd floor	2W-R7	EXPIRED		\$400	\$282	\$282	\$282
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	1572228290UA	2nd floor	2W-R7	EXPIRED		\$400	\$282	\$282	\$282

RIMAGE PACSUBES:										Rimage		U053412		2ND FLOOR RADIOLOGY		2W-23		EXPIRED		\$3,500		\$2,450		\$2,450							
STORAGE:										EMC SAN STORAGE		APM00113100964		EXPIRED								\$8,215		\$5,751		\$5,751					
Description										Notes/Model/Version		Serial #		Location		Room		Warranty End Date		EOSL DATE		Normal Annual Price/Unit		Discounted Annual Price		YEAR 1		Total Cost			
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019048		2nd floor		2W-R7		EXPIRED				\$950		\$669		\$669					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019019		2nd floor		2W-R7		EXPIRED				\$950		\$669		\$669					
SYNAPSE ADVANCED WORKSTATION										DELL PRECISION T5400		7X8J6J1		2nd floor		2W-42		EXPIRED		2/10/2016		\$150		\$106		\$106					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019051		2nd floor		2W-42		EXPIRED				\$950		\$669		\$669					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019063		2nd floor		2W-42		EXPIRED				\$950		\$669		\$669					
NEC 20" 1600X1200 FLAT PANEL MONITOR										NEC MULTISYN LCD 2090UXI		68111243YA		2nd floor		2W-42		EXPIRED				\$400		\$282		\$282					
SYNAPSE WORKSTATION										DELL PRECISION 490 DESKTOP		HQ95BD1		2nd floor		2W-42		EXPIRED		7/19/2010		COVERED		COVERED		COVERED					
NEC 20" 1600X1200 FLAT PANEL MONITOR										NEC MULTISYN LCD 2090UXI		75130488YA		2nd floor		2W-42		EXPIRED				\$400		\$282		\$282					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019059		2nd floor		2W-42		EXPIRED				\$950		\$669		\$669					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019051		2nd floor		2W-42		EXPIRED				\$950		\$669		\$669					
SYNAPSE ADVANCED WORKSTATION										DELL PRECISION T5400		7X8J6J1		2nd floor		2W-42		EXPIRED		2/10/2016		\$150		\$106		\$106					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019038		Basement		B-252		EXPIRED				\$950		\$669		\$669					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019120		Nuclear Medicine		B-113		EXPIRED				\$950		\$669		\$669					
SYNAPSE WORKSTATION										DELL PRECISION 490 DESKTOP		63B4BD1		Nuclear Medicine		B-113		EXPIRED		7/19/2010		COVERED		COVERED		COVERED					
NEC 20" 1600X1200 FLAT PANEL MONITOR										NEC MULTISYN LCD 2090UXI		75130486YA		Nuclear Medicine		B-113		EXPIRED				\$400		\$282		\$282					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879019116		Nuclear Medicine		B-113		EXPIRED				\$669		\$669		\$669					
NEC 20" 1600X1200 FLAT PANEL MONITOR										DELL PRECISION 490 DESKTOP		CFS11F1		US		B-158		EXPIRED		7/19/2010		COVERED		COVERED		COVERED					
NEC 20" 1600X1200 FLAT PANEL MONITOR										NEC MULTISYN LCD 2090UXI		75130494YA		US		B-158		EXPIRED				\$400		\$282		\$282					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879018967		US		B-158		EXPIRED				\$950		\$669		\$669					
SYNAPSE WORKSTATION										DELL PRECISION 490 DESKTOP		93B4BD1		US		B-158		EXPIRED		7/19/2010		COVERED		COVERED		COVERED					
NEC 20" 1600X1200 FLAT PANEL MONITOR										NEC MULTISYN LCD 2090UXI		75122892UA		US		B-158		EXPIRED				\$400		\$282		\$282					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879018965		US		B-158		EXPIRED				\$950		\$669		\$669					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879018964		US		B-158		EXPIRED				\$950		\$669		\$669					
SYNAPSE ADVANCED WORKSTATION										DELL PRECISION T5400		BX8J6J1		US		B-116		EXPIRED		2/10/2016		\$150		\$106		\$106					
3MP GREYSCALE DISPLAY										BARCO MDCG 3120		1879031928		US		B-116		EXPIRED				\$950		\$669		\$669					

EXHIBIT K PRICING MAINTAINENCE LIST

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
PACSCUBE WORKSTATION	DELL PRECISION 380	9MT5H81	2ND FLOOR RADIOLOGY	2W-23	EXPIRED	INCLUDED	INCLUDED	INCLUDED	N/A	\$0
RIMAGE PACSCUBE	Rimage	6173015	RECORDS BUILDING	N-8	EXPIRED		\$3,500	\$2,450	\$2,450	\$2,450
PACSCUBE WORKSTATION	DELL OPTIPLEX GX520	HS49QB1	RECORDS BUILDING	N-8	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
DIGITIZERS:										
VIDAR - VIDAR	VIDAR DIAGNOSTIC PRO ADVANTAGE	341130	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		\$5,600	\$3,920	\$3,920	\$3,920
VIDAR WORKSTATION	IBM THINKCENTRE	LKV7F58	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
DIGITIZER - VIDAR	VIDAR		RECORDS BUILDING	N-8	EXPIRED		\$5,600	\$3,920	\$3,920	\$3,920
VIDAR WORKSTATION	DELL OPTIPLEX GX620	BGC6491	RECORDS BUILDING	N-8	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
CONTENT SWITCHES:										
BIGIP F5 CONTENT SWITCH	F5 BIG-IP 1500	BIP200781S	Server Room	1D132	EXPIRED		\$4,200	\$2,940	\$2,940	\$2,940
BIGIP F5 CONTENT SWITCH	F5 BIG-IP 1500	BIP204699S	Server Room	1D132	EXPIRED		\$4,200	\$2,940	\$2,940	\$2,940
LONG BEACH COMPREHENSIVE										
OPTIPLEX 7010	5FMSYV1		Main Radiology			11/24/17	\$1,950	\$1,365	\$1,365	\$1,365
DELL U2410 COLOR MONITOR	IX-0C592M-72875-28T-99		Main Radiology				\$2,000	\$1,400	\$1,400	\$1,400
DELL U2410 COLOR MONITOR	IX-0C592M-72875-28T-99		Main Radiology				\$2,000	\$1,400	\$1,400	\$1,400
Hardware Price										
Software & Hardware Net Price										
\$321,655										
\$225,317										
\$225,317										
\$62,252										
\$62,252										

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

30%

*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

Total Discount

EQUIPMENT LOCATION (If Different from Invoicing Information):

HARBOR UCLA MEDICAL CENTER
1000 WEST CARSON STREET BLDG 3.5
TORRANCE CA 90509

EMERALD PREFERRED SERVICE AGREEMENT

EXHIBIT K PRICING MAINTAINENCE LIST

VIII.2.

4/30/2013
EXHIBIT K
HARBOR
CR

Description	Model	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
									07/01/13	
									06/30/14	
XG5000 READER UNIT	CR IR RU362	37120165	1ST FLOOR ER	2	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
iIP	DELL OPTIPLEX GX270	BJVFG41	1ST FLOOR ER	2	EXPIRED		Included	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	724042956C	1ST FLOOR ER	2	EXPIRED		Included	N/A	N/A	\$0
XG5000 READER UNIT	CR IR RU362	67223637	1ST FLOOR ER	2	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
iIP	DELL OPTIPLEX GX620	HP41LC1	1ST FLOOR ER	2	EXPIRED		Included	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	N/A	1ST FLOOR ER	2	EXPIRED		Included	N/A	N/A	\$0
SMART CR	CR-IR 346RU	37127416B	1ST FLOOR PCDC	105	EXPIRED	3/31/2015	\$11,550	\$8,085	\$8,085	\$8,085
iIP	DELL OPTIPLEX GX270	3HVFG41	1ST FLOOR PCDC	105	EXPIRED		Included	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LIS5120706K	1ST FLOOR PCDC	105	EXPIRED		Included	N/A	N/A	\$0
CARBON XL READER UNIT	CR IR RU356	67222765	1ST FLOOR PCDC	105	EXPIRED		\$10,000	\$7,047	\$7,047	\$7,047
iIP	DELL OPTIPLEX GX620	3WFBCC1	1ST FLOOR PCDC	105	EXPIRED		Included	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LIS6171772K	1ST FLOOR PCDC	105	EXPIRED		Included	N/A	N/A	\$0
XG5000 READER UNIT	CR IR RU362	67223635	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
iIP	DELL OPTIPLEX GX620	FN41LC1	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		Included	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	N/A	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		Included	N/A	N/A	\$0
XG5000 READER UNIT	CR IR RU362	67223623	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
iIP	DELL OPTIPLEX GX620	1WFBCC1	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		Included	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	N/A	2ND FLOOR RADIOLOGY	2W-23	EXPIRED		Included	N/A	N/A	\$0
TRAINING DAYS	APPLICATION LABOR @ \$2250 PER DAY	DAYS	NON-DISCOUNTABLE				\$0	\$0	\$0	\$0
Net Price										
							\$86,650	\$60,704	\$60,704	\$60,704

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

Total Discount

30%

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
SOFTWARE										
SYNAPSE S/N: SY-01-00815620-06										
SYNAPSE PACS ANNUAL STUDY VOLUME										
25,000 STUDIES PER YEAR										
SW CLUSTER FOR THE ORACLE DBASE										
ORACLE FAISAFE SOFTWARE										
HIERARCHAL MANAGEMENT SOFTWARE:										
DISKXTENDER LICENSE										
2TB										
EXPIRED										
\$2,225										
\$1,558										
\$1,558										
\$21,298										
\$30,425										
\$21,298										
\$21,298										
\$21,298										

Description		Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
PACSCUBE MONITOR	17" COLOR LCD	7CJ-2D5U	4000195	Radiology Office	C1	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
PACSCUBE RAS16				Radiology Office	C1	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
DIGITIZERS:											
VIDAR DIAGNOSTIC PRO ADVANTAGE		300593		Radiology Office	C1	EXPIRED		\$5,600	\$3,920	\$3,920	\$3,920
VIDAR WORKSTATION		IBM THINKCENTRE	8215D1U LKY2277	Radiology Office	C1	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
VIDAR MONITOR		PLANAR 20" 1600X1200 FLAT PANEL MONITOR	806PNKG00351	Radiology Office	C1	EXPIRED		INCLUDED	INCLUDED	N/A	\$0
NAI BOXES:											
NAI DICOM BOX	NAI DIGITAL DICOM BOX ALL OPTION	10315				EXPIRED		\$2,000	\$1,400	\$1,400	\$1,400
Hardware Price								\$30,700	\$21,528	\$20,767	\$20,767
Software & Hardware Net Price											
\$61,125											
\$42,826											
\$42,065											
\$42,065											

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

Total Discount

30%

An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

EQUIPMENT LOCATION (If Different from Invoicing Information):

HIGH DESERT HEALTH SYSTEMS
44900 NORTH 60TH STREET WEST
LANCASTER CA 93536

EMERALD PREFERRED SERVICE AGREEMENT

EXHIBIT K
HIGHDESERT
CR

4/30/13

Description	Model	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
SMART CR READER UNIT	CR IR 346RU	17121746	Room 2	A27	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
FLASH IIP	DELL GX760 3.0G	373KTJ1	Room 2	A27	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	A09C001208	Room 2	A27	EXPIRED		INCLUDED	N/A	N/A	\$0
SMART CR READER UNIT	CR IR 346RU	17121755	Room 1	B2	EXPIRED		INCLUDED	N/A	N/A	\$6,800
FLASH IIP UPGRADE to FDX	TBD		Room 1	TBD			\$6,500	\$3,000	FREE	\$0
FLASH IIP	DELL GX760 3.0G	GW5L8P1	Room 1	B2	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	J10C012356	Room 1	B2	EXPIRED		INCLUDED	N/A	N/A	\$0
DRYPix PLUS	DRYPix PLUS 100V	16750294	Radioogy Office	C1	EXPIRED		\$4,620	\$3,234	\$3,234	\$3,234
SMART CR READER UNIT	CR IR 346RU	26523216	South Valley Radiology	Main Radiology Area	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
FLASH IIP UPGRADE to FDX	TBD		TBD	TBD			\$6,500	\$3,000	FREE	\$0
FLASH IIP	DELL GX260	3GSST11	South Valley Radiology	Main Radiology Area	EXPIRED		INCLUDED	N/A	N/A	\$0
FLASH IIP	FLASH IIP UPGRADE to FDX	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
FLASH IIP	SMARTCR CPU PIII 1.13GHZ DELL	9J5WK11	South Valley Radiology	Main Radiology Area	EXPIRED		\$2,500	\$1,750	\$1,750	\$1,750
FLASH IIP	DRYPix 3000	26520643	South Valley Radiology	Main Radiology Area	EXPIRED		\$4,500	\$4,500	EOI NOT COVERED	EOI NOT COVERED
TRAINING DAYS	APPLICATION LABOR @ \$2250 PER DAY	2 DAYS	NON-DISCOUNTABLE				\$4,500	\$4,500	\$4,500	\$4,500
Net Price										
\$70,620										
\$41,884										
\$32,884										
\$32,884										

*Pro Rated If Necessary

4. President & CEO Discount

30%

Total Discount

30%

LOS ANGELES CA 90003

5850 SOUTH MAIN STREET

HUBBERT HUMPHREY COME

HUBERT HUMPHREY COMPREHENSIVE HEALTH CENTER

EQUIPMENT LOCATION (if Different from Invoicing Information):

*Pro Rated If Necessary

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
									07/01/13	
									06/30/14	
SOFTWARE										
SOFTWARE LICENSES:										
<div> <div>Software Price</div> <div>\$0</div> </div>										

HARDWARE

[illegible]

4. President & CEO Discount

30%

30%

Total Discount

CR

HHUMPHREY-CHC

EXHIBIT K

4/30/13

CR

EMERALD PREFERRED SERVICE AGREEMENT

[illegible]

APPLIED DISCOUNTS:

4. President & CEO Discount

30%

Total Discount

30%

Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
SOFTWARE LICENSES:									07/01/13 06/30/14	
SYNAPSE S/N: SY-01-00873600-01										
SYNAPSE PACS ANNUAL STUDY VOLUME	68,000 STUDIES PER YEAR				EXPIRED	\$65,280	\$45,696	\$2,240	\$45,696	\$45,696
SW CLUSTER FOR THE ORACLE DBASE					EXPIRED	\$3,200	\$2,240	\$2,240	\$2,240	\$2,240
ORACLE FAULTSAFE SOFTWARE					EXPIRED	\$1,000			\$700	\$700
Software Price							\$69,480	\$48,636	\$48,636	\$48,636

HARDWARE

RS:

[illegible]

WORKSTATIONS & MONITORS:

SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	BXNFTV1	Main Radiology	1E-16E	EXPIRED	9/18/2017	\$150	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	S7X142101YA	Main Radiology	1E-16E	EXPIRED		\$400	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00250	Main Radiology	1E-16E	EXPIRED		\$350	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	3QD5MS1	Main Radiology	1E-16E	EXPIRED	9/18/2017	\$150	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	S15722884UA	Main Radiology	1E-16E	EXPIRED		\$400	\$282	\$282
DOME 5MP DISPLAY	PLANAR DOME E5	1204NKN00147	Main Radiology	1E-16E	EXPIRED		\$544	\$383	\$383
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	BXNFTV1	Main Radiology	1E-16E	EXPIRED	9/18/2017	\$150	\$106	\$106
DOME 5MP DISPLAY	PLANAR DOME E5	1204NKN00078	Main Radiology	1E-16E	EXPIRED		\$544	\$383	\$383
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	BXNFTV1	Main Radiology	1E-16E	EXPIRED	9/18/2017	\$150	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	S7X142106YA	Main Radiology	1E-16E	EXPIRED		\$400	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00017	Main Radiology	1E-16E	EXPIRED		\$350	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00095	Main Radiology	1E-16E	EXPIRED		\$350	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	BXKNTV1	US	1E-2	EXPIRED	9/18/2017	\$150	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 20906XA	S7X142096YA	US	1E-2	EXPIRED		\$400	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00015	US	1E-2	EXPIRED		\$350	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00012	US	1E-2	EXPIRED		\$350	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	3QC5MS1	ONCOLOGY	B027-A	EXPIRED	9/18/2017	\$150	\$106	\$106
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	89301200YA	ONCOLOGY	B027-A	EXPIRED		\$400	\$282	\$282
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00234	ONCOLOGY	B027-A	EXPIRED		\$350	\$247	\$247
DOME 3MP DISPLAY	PLANAR DOME E3	712PNKJ00232	ONCOLOGY	B027-A	EXPIRED		\$350	\$247	\$247
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	BXNFTV1	NUCLEAR MEDICINE	B028-E	EXPIRED	9/18/2017	\$150	\$106	\$106
EIZO FLEXSCAN DISPLAY	EIZO FLEXSCAN L887 GRAY 20.1" LCD MONITOR	24017015	NUCLEAR MEDICINE	B028-E	EXPIRED		\$1,200	\$840	\$840
EIZO FLEXSCAN DISPLAY	EIZO FLEXSCAN L887 GRAY 20.1" LCD MONITOR	24000015	NUCLEAR MEDICINE	B028-E	EXPIRED	9/18/2017	\$1,200	\$840	\$840
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	BXNFTV1	BASEMENT	B027-A	EXPIRED	9/18/2017	\$150	\$106	\$106
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5500	BXNFTV1	BASEMENT	B027-A	EXPIRED	9/18/2017	\$150	\$106	\$106

Software & Hardware Net Price										
Description	Notes/Model/Version	Serial #	Location	Room	Warranty End Date	EOL DATE	Normal Annual Price/Unit	Discounted Annual Price	YEAR 1	Total Cost
SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5400	8M15RG1	ER	MAIN ER	EXPIRED	9/18/2017	\$150	\$106	07/01/13	\$106
	EIZO FLEXSCAN L985EX GRAY 21.3" LCD MONITOR	46545064	ER	MAIN ER	EXPIRED		\$1,200	\$840		
	EIZO FLEXSCAN L985EX GRAY 21.3" LCD MONITOR	46548064	ER	MAIN ER	EXPIRED		\$1,200	\$840		
	SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5400	7KR2GG1	ORTHO	EXPIRED	9/18/2017	\$150	\$106		
	NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	89301208YA	ORTHO	EXPIRED		\$400	\$282		
	NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	S82149104YA	ORTHO	EXPIRED		\$400	\$282		
	SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5400	JJR2GG1	DENTAL	EXPIRED	9/18/2017	\$150	\$106		
	NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	7X142107YA	DENTAL	EXPIRED		\$400	\$282		
	SYNAPSE ADVANCED WORKSTATION	DELL PRECISION T5400	DM15RG1	ENT	EXPIRED	9/18/2017	\$150	\$106		
	NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	89301207YA	ENT	EXPIRED		\$400	\$282		
NEC 20" 1600X1200 FLAT PANEL MONITOR	NEC MULTISYNC LCD 2090UXI	89301200YA	ENT	EXPIRED		\$400	\$282			
STORAGE:										
EMC SAN DISK STORAGE	EMC CLARIION CX3 MODEL 20	APM00080600550	EMC	DC	EXPIRED		\$14,000	\$9,800		\$9,800
PACSCUBES:										
DATCARD PACSCUBE	DATCARD PACSCUBE EXPRESS 100X	10014626	1E-20B	EXPIRED			\$3,500	\$2,450		\$2,450
PACSCUBE WORKSTATION	DELL PRECISION 490	JFP5BC1	1E-20B	EXPIRED			INCLUDED	N/A		\$0
DIGITIZERS:										
VIDAR DIGITIZER	VIDAR DIAGNOSTIC PRO ADVANTAGE	350876	1E-20B	EXPIRED			\$3,640	\$2,548		\$2,548
DIGITIZER WORKSTATION	IBM THINKCENTRE	MJ02535	1E-20B	EXPIRED			INCLUDED	N/A		\$0
CONTENT SWITCHES:										
BIGIP F5 CONTENT SWITCH	F5 BIG-IP 1500	BIP253819S	BIGIP	DC	EXPIRED		\$2,275	\$1,593		\$1,593
BIGIP F5 CONTENT SWITCH	F5 BIG-IP 1500	BIP253860S	BIGIP	DC	EXPIRED		\$2,275	\$1,593		\$1,593
NAI BOXES:										
NAI DICOM BOX	NAI BOXES HAND HELD	HH363890	RF	1E-16	EXPIRED		\$2,000	\$1,400		\$1,400
NAI DICOM BOX	NAI BOXES HAND HELD	HH363897	US	1E-16B	EXPIRED		\$2,000	\$1,400		\$1,400
NAI DICOM BOX	NAI DIGITAL DICOM BOX ALL OPTIONS	11757	RF	1E-16	EXPIRED		\$2,000	\$1,400		\$1,400
NAI DICOM BOX	NAI DIGITAL DICOM BOX ALL OPTIONS	11534	US	1E-16B	EXPIRED		\$2,000	\$1,400		\$1,400
NAI DICOM BOX	NAI DIGITAL DICOM BOX ALL OPTIONS	11535	RF	1E-10	EXPIRED		\$2,000	\$1,400		\$1,400
Hardware Price										
							\$59,128	\$41,449		\$41,449
							\$128,608	\$90,085		\$90,085
							\$90,085	\$41,449		\$41,449
							\$128,608	\$90,085		\$90,085

APPLIED DISCOUNTS:

4. President & CEO Discount

TOTAL IT DEPARTMENT

*An increase/decrease of 10% in the aggregate study count volume will result in the service contract pricing being adjusted accordingly

\$86,580	\$60,611	\$60,611	\$42,028
\$29,474	\$29,474	\$29,474	\$29,474

Total Discount

30%

30%

LOS ANGELES CA 90059

Description	Model	Serial Number	Location	Room	Warranty End Date	EOSL DATE	Normal Annual Price	Discounted Annual Price	YEAR 1	Total Cost
XG5000 READER UNIT	CR IR R3J36Z	86224770	Main Radiology	Main Hallway	EXPIRED		\$16,275	\$11,393	\$11,393	
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN DELL OPTIPLEX GX755	728124261C 2YQJMG1	Main Radiology	Main Hallway	EXPIRED		INCLUDED	N/A	N/A	\$0
XG5000 READER UNIT	CR IR R3J36Z	66222843	Main Radiology	1-E INSIDE HALLWAY	EXPIRED		\$16,275	\$11,393	\$11,393	
IIP	FLASH IIP UPGRADE TO FDX	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELL OPTIPLEX GX755	HQ3YMB1	Main Radiology	1-E INSIDE HALLWAY	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	112C011652	Main Radiology	1-E INSIDE HALLWAY	EXPIRED		INCLUDED	N/A	N/A	\$0
CLEARVIEW 1M	CR-IR 368	86521314	Main Radiology	1E-21 RM2	EXPIRED		\$15,600	\$10,993	\$10,993	\$0
IIP	DELL OPTIPLEX GX755	3LGSSF1	Main Radiology	1E-21 RM2	EXPIRED		INCLUDED	N/A	N/A	\$0
MONITOR	BARCO E-2320	1890140692	Main Radiology	1E-21 RM2	EXPIRED		INCLUDED	N/A	N/A	\$0
CLEARVIEW 1M	CR-IR 368	86421231	Main Radiology	1E-21 RM3	EXPIRED		\$15,600	\$10,993	\$10,993	\$10,993
IIP	DELL OPTIPLEX GX755	3JGSSF1	Main Radiology	1E-21 RM3	EXPIRED		INCLUDED	N/A	N/A	\$0
MONITOR	BARCO E-2320	1890135966	Main Radiology	1E-21 RM3	EXPIRED		INCLUDED	N/A	N/A	\$0
SMART CR	CR-IR 346RU	46729891B	OR	3G4	EXPIRED	3/31/2015	\$11,000	\$6,800	\$6,800	\$6,800
FLASH IIP UPGRADE TO FDX	TBD	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELL OPTIPLEX 780	GWCRRP1	OR	3G4	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	110C015339	OR	3G4	EXPIRED		INCLUDED	N/A	N/A	\$0
XG5000 READER UNIT	CR IR R3J36Z	66222841	ER	1012-B	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
FLASH IIP UPGRADE TO FDX	TBD	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELL OPTIPLEX GX755	90C2QB1	ER	1012-B	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LIS6081395K	ER	1012-B	EXPIRED		INCLUDED	N/A	N/A	\$0
XG5000 READER UNIT	CR IR R3J36Z	66222840	ER	1012-C	EXPIRED		\$16,275	\$11,393	\$11,393	\$11,393
FLASH IIP UPGRADE TO FDX	TBD	TBD	TBD	TBD			\$6,500	\$3,000	FREE	\$0
IIP	DELL OPTIPLEX GX755	JX7DOB1	ER	1012-C	EXPIRED		INCLUDED	N/A	N/A	\$0
TOUCHSCREEN 19 INCH LCD	ELO TOUCHSCREEN	925LIS5120685K	ER	1012-C	EXPIRED		INCLUDED	N/A	N/A	\$0
DRYPix4000	DRYPix 4000 W/1 FILM DRAWER	76526359	Main Radiology	1E-20	EXPIRED		\$4,400	\$3,101	\$3,101	\$3,101
DRYPix5000	DRYPix 5000 W/1 FILM DRAWER	77030937	ER	1012-B	EXPIRED		\$6,400	\$4,510	\$4,510	\$4,510
TRAINING DAYS	APPLICATION LABOR @ \$2250 PER DAY	3 DAYS	NON-DISCOUNTABLE							\$6,750
Net Price										
							\$157,350	\$103,719	\$88,719	\$88,719

4. President & CEO Discount

Total Discount

30%

EXHIBIT L
BUSSINESS ASSOCIATE AGREEMENT

June 2013

BUSINESS ASSOCIATE AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

- 1.2 “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.
- 1.3 “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.
- 1.5 “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.6 “Individual” means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.7 “Minimum Necessary” refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.
- 1.8 “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

- 1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.
- 1.13 "Services" has the same meaning as in the body of this Agreement.
- 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

- 1.15 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

- (c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.
- (b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

- (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.
- (b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.
- (c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if

the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

- 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to [To Be Determined], telephone number 1(800) 711-5366.
- 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- (a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- (b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:
- (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (vi) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate

of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

- 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:
- (a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;
 - (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:
 - (i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
 - (v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
 - (vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

- 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.
- 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance

with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

- 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- (a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- (b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or
- (c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.
- 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.
- 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy and/or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information

ALARM SYSTEMS SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____, 2013.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

ALLEN ALARM SYSTEMS, INC.
(hereafter "Contractor").

Business Address:
6317 S. Figueroa Street
Los Angeles, CA 90003-1025

WHEREAS, reference is made to that certain document entitled, "ALARM SYSTEMS SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-704372 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, Term, shall be deleted in its entirety and replaced with the following:

**PULMONARY SYSTEMS EQUIPMENT MAINTENANCE AND REPAIR SERVICES
AGREEMENT**

AMENDMENT NO. 2

THIS AMENDMENT is made and entered into this ____ day of _____, 2013.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

NSPIRE HEALTH, INC.
(hereafter "Contractor").

Business Address:
1830 Lefthand Circle
Longmont, CO 80501

WHEREAS, reference is made to that certain document entitled, "PULMONARY SYSTEMS EQUIPMENT MAINTENANCE AND REPAIR SERVICES AGREEMENT", dated August 1, 2007, and further identified as County Agreement No. H-702930 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 16, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, Term, is deleted in its entirety and replaced as follows:

“1. TERM:

A. The term of this Agreement shall commence on August 1, 2007 and shall continue in full force and effect to midnight July 30, 2014, unless sooner canceled or terminated as provided herein.

B. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Agreement, Paragraph 4, Billing and Payment, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph, in Exhibit A, Paragraph 10, Billing and Payment, and at the rates set forth in Schedules 1, 2 and 3, each applicable to their respective dates."

4. Agreement, Paragraph 5, Maximum Obligation of County, Subparagraph C is deleted in its entirety and replaced as follows:

"C. Between July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed Thirty Eight Thousand, Five Hundred Twelve Dollars (\$38,512).

D. During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional maintenance and repair services are needed and may annually adjust the maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed out of scope repair services and/or if equipment is added to any County Medical Facility."

5. Agreement, Paragraph 8, General Insurance Requirements, is deleted in its entirety and replaced as follows:

“8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8 and 9 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the

Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to

Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement.

Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

6. Agreement, Standard Provisions, is modified to add Paragraphs 48 and 49, as follows:

"48. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

49. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 48 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and

7. Agreement is modified to add Schedule 3, attached hereto and incorporated herein by reference. All references to a Schedule in this Agreement shall now reference Schedules 1, 2, and 3, each applicable to their respective dates.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

/ /

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

NSPIRE HEALTH, INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

SCHEDULE 3

nSpire Health, Inc.
Pulmonary System Equipment Maintenance and Repair Services
August 1, 2013 through July 30, 2014

LAC+USC Medical Center
Pulmonary Physiology Laboratory

Equipment Description	Serial #	Part #	Type of Services	August 1, 2013 - July 31, 2014
D&T B4D125 ISA Pulmonary System/Comprehensive Pulmonary Laboratory	2118	K990023	Premier	\$ 4,080.00
R.S. 5P21 ISA Pulmonary System/Comprehensive Pulmonary Laboratory	5885	K990023	Premier	\$ 4,080.00
D&T B4D113 ISA Pulmonary System/Comprehensive Pulmonary Laboratory	5902	K990023	Premier	\$ 4,080.00
D&T B4D114 ISA Pulmonary System/Comprehensive Pulmonary Laboratory	5908	K990023	Premier	\$ 4,080.00
HDpft 3500 Comp Cntrct Comprehensive Pulmonary Laboratory D&T B4D126	2008SB0008	K990023	Premier	\$ 3,391.50
Collins Body Plethysmograph D&T B4D126	2007CB0014	BP		\$ 1,472.63
Collins Body Plethysmograph D&T B4D114	2007CB0016	BP		\$ 1,472.62
Insurance Rider				\$2,500
*Annual Service Cost				\$ 25,156.75
Reserve Funds				\$ 13,355.25
Total Cost				\$38,512.00

Excluded/Out-of-Scope Services: \$160 per hour plus County-allowable expenses
Contractor shall invoice County quarterly in arrears

ALARM SYSTEMS SERVICES AGREEMENT

AMENDMENT NO. 6

THIS AMENDMENT is made and entered into this ____ day of _____, 2013.

By and between

COUNTY OF LOS ANGELES
(hereafter "County")

And

ALLEN ALARM SYSTEMS, INC.
(hereafter "Contractor").

Business Address:
6317 S. Figueroa Street
Los Angeles, CA 90003-1025

WHEREAS, reference is made to that certain document entitled, "ALARM SYSTEMS SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-704372 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make other changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 17, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. This Amendment shall commence and be effective upon Board approval.
2. Agreement, Paragraph 1, Term, shall be deleted in its entirety and replaced with the following:

"1. TERM: The term of this Agreement shall commence on July 1, 2003 and shall continue in full force and effect to midnight June 30, 2018, unless sooner canceled or terminated as provided herein. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option."

3. Agreement, Paragraph 4, Billing and Payment, Subparagraph A, shall be deleted in its entirety and replaced as follows:

"A. County agrees to compensate Contractor in accordance with the terms set forth in this Paragraph 4, Billing and Payment, and Exhibit C, Paragraph 5. The rates to be paid for services are as follows:

(1) Between July 1, 2003 through December 31, 2004 at the rates set forth in Attachment A1 and Schedule B.

(2) Between January 1, 2005 through December 31, 2006 at the rates set forth in Schedule C-1.

(3) Between January 1, 2007 through September 13, 2010 at the rates set forth in Schedule D.

(4) Between September 14, 2010 through June 30, 2013 at the rates set forth in Schedule E.

(5) Between July 1, 2013 through June 30, 2018 at the rates set forth in Schedule F."

4. Agreement, Paragraph 5, Maximum Obligation Of County, last subparagraph is deleted in its entirety and replaced as follows:

"5. MAXIMUM OBLIGATION OF COUNTY:

Between July 1, 2013 through June 30, 2018, the maximum obligation of County for all services provided hereunder shall not exceed Forty-Nine Thousand, Five Hundred Seventy-Four Dollars (\$49,574) annually, yielding a total five-year cost of Two Hundred Forty-Seven Thousand, Eight Hundred Sixty-Eight Dollars (\$247,868).

During the term of this Agreement, the Director, or his designee, may amend this Agreement if additional monitoring locations with maintenance and emergency repair services are needed and may annually adjust the

maximum obligation by no more than forty percent (40%) of the annual maximum obligation for as needed repair and emergency services and/or if equipment is added to any Medical Facility.”

5. Agreement, Paragraph 9, General Insurance Requirements, is deleted in its entirety and replaced as follows:

“9. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 9 and 10 of this Agreement. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor’s General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor’s policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

And

County of Los Angeles
Department of Health Services
Centralized Contract Monitoring Section
5555 Ferguson Drive, Suite 210
Commerce, CA 90022

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions,

whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The

Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

K. Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance

provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures."

6. EXHIBIT C, STATEMENT OF WORK, Paragraph 3, Contractor Responsibilities, Subparagraph D, Emergency Repair Services, is deleted in its entirety and replaced as follows:

"D. Emergency Repair Services:

1) Contractor shall provide emergency repair services on a 24 hours a day, seven (7) days a week basis, including all legal holidays. Contractor shall respond telephonically within one (1) hour of a request for emergency repair services and shall have its service personnel at Facility to provide the repair services within four (4) hours of receiving the request for emergency repair services.

2) Between July 1, 2003 through June 30, 2013, Contractor shall provide emergency on-site repair services for Equipment on a time and material basis. Contractor shall submit estimates for required repairs, and obtain authorized written approval before proceeding with repairs, at an hourly rate of \$88.00 per hour, \$105.00 per hour for overtime and weekend, in addition to the cost of parts. If repair services commence prior to 5:00 p.m., Monday through Friday, but extend beyond 5:00 p.m., regular hourly rates shall apply. If repair services are required after 5:00 p.m., Monday through Friday or on weekends or holidays, such services shall be considered overtime services and shall be billed to County at the rate as described in this Exhibit.

3) Between July 1, 2013 through June 30, 2018 Contractor shall provide emergency on-site repair services for Equipment on a time and material basis. Contractor shall submit estimates for required repairs, and obtain authorized written approval before proceeding with repairs, at an hourly rate of \$89.00 per hour, \$105.00 per hour for overtime and weekend, in addition to the cost of parts. If repair services commence prior to 5:00 p.m., Monday through Friday, but extend beyond 5:00 p.m., regular hourly rates shall apply. If repair services are required after 5:00 p.m., Monday through Friday or on weekends or holidays, such services shall be considered overtime services and shall be billed to County at the rate as described in this Exhibit."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

[illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services, and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

ALLEN ALARM SYSTEMS, INC.
Contractor

Signature

By _____
Printed Name

Title _____

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

Schedule F

ALLEN ALARM SYSTEMS, INC.
July 1, 2013 through June 30, 2018

Department of Health Services				
Location	Services	Monthly Payment	# of Units	Annual Cost
Rancho Los Amigos National Rehabilitation Center 7601 East Imperial Highway Downey, California 90242	<u>Panic and Intrusion Monitoring</u>			
	Materials Management Office	\$34.22	1	\$410.64
	Warehouse	\$34.22	1	\$410.64
	Print Shop	\$34.22	1	\$410.64
	Central Supply/100 Building	\$34.22	1	\$410.64
	JPI Basement	\$34.22	1	\$410.64
	Warehouse Fire Alarm	\$31.00	1	\$372.00
	Northside	\$34.22	60	<u>\$24,638.40</u>
	Total for Monitoring			\$27,063.60
	Reserve funds for repairs and installation			\$18,500.00
	Annual Maximum Obligation			\$45,563.60

Department of Public Health				
Location	Services	Monthly Payment	# of Units	Annual Cost
Hollywood/Wilshire Health Center 5205 Melrose Avenue Los Angeles, California 90038	Panic Alarm Monitoring	\$21.83	1	<u>\$262.00</u>
	Annual Maximum Obligation			\$262.00
Ruth Temple Health Center 3834 South Western Avenue Los Angeles, California 90062	Panic Alarm Monitoring	\$21.83	1	<u>\$262.00</u>
	Annual Maximum Obligation			\$262.00
Torrance Public Health Center 711 Del Amo Boulevard Torrance, California 90502	Panic Alarm Monitoring	\$21.83	1	<u>\$262.00</u>
	Annual Maximum Obligation			\$262.00
Whittier Health Center 7643 South Painter Avenue Whittier, California 90602	Fire System Monitoring	\$40.00	1	\$480.00
	Panic Alarm Monitoring	\$22.00	1	\$264.00
	Intrusion Alarm Monitoring	\$46.00	1	\$552.00
	Quarterly Inspection and Fire System Test	\$302.00		<u>\$1,208.00</u>
	Annual Maximum Obligation			\$2,504.00
Martin Luther King, Jr. Center for Public Health 11833 South Wilmington Avenue Los Angeles, CA 90059	Fire System - EST3	35.00	1	\$420.00
	Intrusion System - Bosch panel	25.00	1	<u>\$300.00</u>
	Annual Maximum Obligation			\$720.00
Total - Public Health				\$4,010.00

GRAND TOTAL	\$49,573.60
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Alarm System Checks as required by County shall be reimbursed at the rate of \$89.00 per hour.

Contractor shall bill at the rates of \$89.00 per hour and \$105.00 per hour for overtime for the Emergency Repair Services described in EXHIBIT C/STATEMENT OF WORK, Sub-Paragraph 3.D.